

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of Grass Valley / GHD Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and GHD, Inc., a California Corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Engineering Design, Project Management and Environmental Services for the Wolf Creek Community and Connectivity Project**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing in the same discipline and locality under similar circumstances .
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.2. “Scope of Services”: Such professional services as are set forth in Consultant’s **March 16, 2026** revised proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Bjorn Jones, City Engineer The Agreement Administrator shall be the principal point of contact at the City for

this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Two Million, Eighty Eight Thousand, One Hundred and Twenty Six and Sixty Cents (\$2,088,126.60).
- 3.6. “Commencement Date”: April 1, 2026
- 3.7. “Termination Date”: December 31, 2028

4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code section 84308. Consultant shall disclose any contribution to an elected or appointed City official’s campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date or such earlier date as that statute may require, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City before, or concurrently with, Consultant’s execution of this Agreement and no later than the Commencement Date.

5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 19 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

6. CONSULTANT’S DUTIES

- 6.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 6.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of

the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same discipline and locality under similar circumstances. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Kamesh Vedula shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 6.11. **Records.** Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or

expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6.12. **Federal Requirements.** FEMA financial assistance may be used to fund all or a portion of this contract. Consultant shall comply with all federal requirements including, but not limited to, the following:

- 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
- Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

7. SUBCONTRACTING

7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

7.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

8. COMPENSATION

8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

- 8.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 8.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 8.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 8.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 12, City shall have the right to withhold payments under this Agreement to offset that amount.

9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant shall be a wholly independent contractor to the City under this Agreement.
- 11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 11.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officials, officers, agents, employees and volunteers.
- 12.2. **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in

proportion to the established comparative liability of the City and shall not exceed Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 12.3. **Attorney Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses if it is adjudicated to have been non-negligent.
- 12.4. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.5. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.6. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 12.7. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

13. INSURANCE

13.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

13.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best’s Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Wolf Creek Community and Connectivity Project
- Documentation of Best’s rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

13.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
 \$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- Workers’ Compensation:
 - Workers’ Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker’s Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers’ Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. At the request of the City, Consultant can provide a letter of financial viability, which will affirm Consultant's commitment and capability to Client to meet our financial obligations

An employee of the City signing this Agreement may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

- 13.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of the City of Grass Valley must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation Insurance, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability

coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured] Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Bjorn Jones], 125 E. Main Street, Grass Valley, CA 95945.
- 13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 13.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 13.16. **Duty to Defend and Indemnify.** To the extent permitted by law, Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

14. MUTUAL COOPERATION

- 14.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 14.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Bjorn Jones
City of Grass Valley
Engineering Division
125 E. Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4353
Facsimile: (530) 274-4399
With courtesy copy to:

Michael G. Colantuono, Esq.
Grass Valley City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

If to Consultant:

Kamesh Vedula
GHD Inc.
943 Reserve Drive
Roseville, CA 95678
Telephone: (916) 918-0622

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.11 (Records), paragraph 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnity), paragraph 13.8 (Claims-Made Policies), paragraph 14.2 (Consultant Cooperation in Defense of Claims), and paragraph 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

17. TERMINATION

- 17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 17.4. **Remedies.** City retains all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.3. **Multiple Phased Projects.** Pursuant to Government Code section 1097.6, Consultant's duties and services under this Agreement shall not include preparing or assisting City with any portion of City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with City. City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant, if any, pursuant to this Agreement.
- 19.4. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.5. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 19.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

- 19.7. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.8. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 19.9. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.10. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.11. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.12. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 19.13. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.14. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Grass Valley

“Consultant”
GHD, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow, City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Wolf Creek Trail

City of Grass Valley

Scope of Work

The following outlines our proposed scope of work based on the RFP, site visits, and our experience delivering similar projects. We would like to highlight, for consistency with the grant application, we have prepared our scope and fee for the PS&E phase of the project based on the preferred alignment. If the alternative alignments are chosen, we would need to re-evaluate the PS&E scope of work included in our scope and fee to reflect this change.

Task 1 – Project Management

GHD will provide contract management and quality control services throughout the duration of the project, including:

1.1 Project Management and Coordination

GHD will work together with the City to deliver this project. Project management tasks include monitoring work progress and budget expended against the level of completion of the project delivery as outlined in this scope of work. As part of this work GHD will:

- Prepare and update a detailed Critical Path Method (CPM) project schedule
- Coordinate with City staff and other agencies
- Manage subconsultants
- Oversee all the project components listed in this Scope of Work
- Define key issues and goals and coordinate responsibilities of the project team members
- Effectively manage budget
- Prepare invoices at the end of each month with progress report and the updated schedule as necessary
- Conduct monthly 30 minute project coordination and status update meetings
- Prepare meeting agendas and record meeting minutes and action items

1.2 Kickoff Meeting

Up to four (4) key GHD staff will organize and attend an in-person project kickoff meeting on City premises with the City of Grass Valley and City stakeholders to:

- Introduce key staff
- Review existing project documentation and environmental studies
- Review project objectives, constraints, and design criteria

- Review scope of services
- Review project schedule
- Review upcoming deliverables
- Establish a meeting schedule
- Establish communication channels
- Establish a Project Development Team (PDT)

1.3 Project Development Team (PDT) Meetings

GHD's Project Manager and select team members will organize and attend the following virtual PDT meetings via Microsoft Teams (unless otherwise noted) at every milestone listed below:

- 30%, 70%, and 90% Submittals
- Up to twelve (12) Virtual Project Development Team (PDT) meetings with up to 4 GHD staff members
- Up to four (4) virtual focus meetings

Additionally, this task includes up to four (4) additional focus meetings with stakeholders, two (2) of which can be held in-person at City premises.

1.4 Quality Assurance / Quality Control (QA/QC)

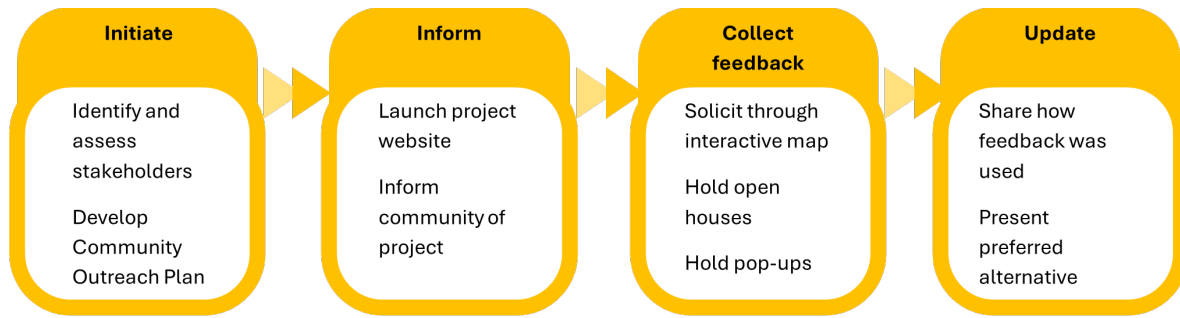
GHD will develop a comprehensive QA/QC program, including a formal, project-specific plan for submittal to the City. This plan will be actively maintained throughout the duration of the project, with all deliverables monitored to ensure conformance with QA/QC standards. GHD will verify all calculations, deliverables, and related work through independent review processes to ensure accuracy. Exhibits and plans will undergo thorough checking, correction, and back-checking to confirm completeness and precision. All quantities will be rigorously validated in accordance with the QA/QC Plan to maintain both accuracy and compliance with contract requirements. To support this effort, the GHD team includes two dedicated QA/QC leads focused on maintaining the highest standards of quality.

Task 1 Deliverables:

- Memorandum identifying the project team, team member responsibilities, key issues, and project goals
- Monthly invoices, progress reports and updated project schedule
- Meeting coordination, agendas, meeting minutes and action items
- QA/QC Plan

TASK 2 – Community Outreach

The figure below provides an overview of major components of the proposed scope to respond to your request for a comprehensive public outreach effort, balancing considerations of effort with likely benefits, and seeking opportunities to engage the public to have meaningful impact on project decisions



2.4 Open Houses

GHD will attend up to two (2) Open Houses for the community to provide information and collect feedback. The City of Grass Valley will facilitate the open houses

For budgeting purposes, it is assumed that one Open House will be held during PAED and one during PS&E. Each Open House will be designed for in-person participation, , printed display boards or posters, subject matter experts posted at topic-specific stations, printed comment cards, and digital comment collection via the City facilitated Project Website.

Task 2.4 Deliverables:

- Draft and Final Display Boards or Posters
- Printed Display Boards or Posters (up to five(5))
- Draft and Final Comment Cards
- Printed Comment Cards (up to fifty(50))

TASK 3 – Existing Conditions Review

3.1 Existing Documents Review

The GHD team will review existing documentation relating to previous investigations, studies and design work including but not limited to:

- Previous Environmental Studies conducted by previous consultants
 - Draft Initial Study/Mitigated Negative Declaration (ISMND)
- As-Built drawings of existing grading and roadway improvements and structures
- Right-of-way and centerline mapping for project site
- Topographic survey
- Aerial Mapping

- Previous plans and CAD files developed by our teaming partner RDG

It is assumed the City will provide a copy or functioning weblink for all the documents and data indicated above prior to beginning the Existing Documents Review task. GHD will summarize their review of existing documents and prior technical work done in an existing document review memorandum.

3.2 Site Visits

After Task 4.1 Existing Documents Review is completed, the GHD team will prepare site visit exhibits to evaluate existing conditions in field and potential constraints. The GHD team will perform a maximum of three (3) site visits corresponding to the following milestones: existing conditions review, after 30% draft milestone and after 70% draft milestone. GHD will provide all site visit photos and notes to the City. It is assumed the City staff will attend the site visits with GHD staff to address opportunities, challenges, and our proposed solutions.

Task 3 Deliverables:

- Existing Conditions Memorandum
 - Site Visit Exhibits
 - Summary of Site Visit Findings and Photos
-

TASK 4 – Surveying and Base Mapping

UNICO will provide the following services necessary to complete its portion of the project.

4.1 Survey Control

UNICO will utilize City approved NAD83, California State Plane Coordinates horizontal and NAVD88 vertical controls as the basis of the survey. UNICO will research nearby City controls and perform measurements, adjustments and level loops of all benchmarks and controls used for the project. UNICO will set durable control points along the project to be preserved for utilization of surveys and future construction control

Task 4.1 Deliverables

- Control Report
- Basis of Bearing
- Elevation Note

4.2 Supplemental Topographic Survey

By means of conventional survey methods, UNICO will perform a design level (non-aerial) survey of the project limits to supplement the City provided base mapping. The limits are identified as follows:

- Segment 2b – From City Parking Lot at 309 Mill Street to a point across Wolf Creek, totaling 0.2 miles.
- Segment 4 – East of Bennett Street towards Kidder Cemetery to Railroad Avenue, totaling 0.6 miles
- Segment 5 – East of Railroad Avenue to Centennial Drive, totaling 0.5 miles

UNICO will perform topographic surveys to include, but are not limited to, trail conforms, ground surface, grade breaks, curbs, gutters, sidewalk, curb ramps, pavement, AC slopes, tops and slopes of the creek, flowlines, ditches, striping, utilities, poles, signs and other visible features within the project alignment. UNICO will locate signals, valves, inlets, monuments, manholes, boxes, poles, fences, walls, trees (DBH, size and type, if known), and other

visible features. UNICO will perform detailed surveys of any structures such as abutments, walls, columns, pillars, soffit height, ground and creek cross sections. UNICO will survey a width along the alignment sufficient for design alternatives. Measure downs to relevant sewer and drain structures will be performed to include depth, pipe size and flow direction. UNICO will map all topographic features in AutoCAD format to include full mapping, 1' contours and 3D surface.

Task 4.2 Deliverables

- AutoCAD Base File
- Point Files

4.3 Right of Way Mapping and Boundary Mapping

UNICO will survey and map the existing right of way and parcel boundaries along the project alignment. UNICO will research record maps, deeds, corner cards and other record information to survey and map the right of way. UNICO will search for monuments, iron pipes, monument wells and other record monumentation along the project alignment. UNICO will map the right of way and parcel boundaries from readily available recorded information. UNICO will request City to provide title reports for all properties that may be impacted by the project. All found monuments in the roadway will be mapped into the base file as a means to preserve or perpetuate monuments at later phases of the project.

Task 4.3 Deliverables

- AutoCAD Base File
- Maps and Right of Way Documents

4.4 Temporary Construction Easements (TCE)

UNICO will prepare plats, legal descriptions and closure calculations for TCE purposes. The exact number and locations will be better understood during design. For this proposal, UNICO will prepare five (5) TCE plats and legal descriptions. UNICO will prepare preliminary plats and legal descriptions for review. Upon approval, UNICO will prepare final signed and stamped plats and legal descriptions.

Task 4.4 Deliverables

- Plats and Legal Descriptions (5)

TASK 5 – Caltrans Approval Documents and Coordination

The work in Caltrans Right of Way qualifies for processing under the Project Delivery Quality Management Assessment Process (QMAP), thus the scope assumes a Project Report will be required.

5.1 Caltrans Coordination and PDT Meetings

GHD will coordinate with Caltrans throughout the QMAP and Encroachment Permit process.

GHD will schedule an initial project meeting with Caltrans Project Manager and City staff. The purpose of this meeting is to ensure mutual understanding of the intended process, its objectives, milestones and products, identify PDT members, and to refine the work program and project schedule.

GHD will then coordinate a project kick-off meeting with the selected PDT members. The purpose of this meeting is to introduce the project, identify the roles and responsibilities of the PDT, identify the intended project goals and objectives, and the project schedule which will focus on key milestones and deliverables.

It is assumed up to six (6) additional PDT meetings will be scheduled through completion of the project. GHD will participate at each of these meetings and will provide all PDT meeting coordination and oversight, including the preparation of meeting minutes summarizing actions taken, actions to be taken, and responsible party.

5.2 Project Report

GHD will prepare a Project Report (PR) in accordance with the current Caltrans Project Development Procedures Manual (PDPM). GHD will prepare a draft PR and submit to City and Caltrans for review. Comments received on the draft PR will be reviewed and identified issues or concerns will be addressed. Following resolution of all comments and issues identified with the draft PR, one (1) copy of the final PR with original engineer's stamp and signature will be submitted for Caltrans final approval and signatures.

5.3 Nonstandard Design Features

GHD will prepare a Design Information Bulletin (DIB) 78 "Design Checklist" as required by Caltrans. The geometrics of the proposed facility will be checked for nonstandard features, and a list of mandatory and advisory design exceptions will be identified and submitted to Caltrans for review and comments. The scope assumes the preparation of one Design Standard Decision Document (DSDD) for up to three (3) exceptions and that the Caltrans district and headquarters functions are supportive of the exceptions.

5.4 Stormwater Data Report (SWDR)

GHD will prepare a SWDR. It is assumed that the long form will be required. GHD will prepare a draft SWDR and submit it to City and Caltrans for review. Comments will be reviewed and incorporated and a final SWDR will be submitted to Caltrans.

5.5 Caltrans Encroachment Permit

GHD will coordinate with City and Caltrans throughout the Encroachment Permit Process. GHD will prepare, on behalf of the City, and submit the Caltrans Encroachment Permit. In addition to design plan sheets, the following supporting information will be prepared by GHD in support of the Caltrans Encroachment Permit:

- CEM-1302 Construction Work Zone Speed Limit Reduction Determination
- CEM-1302 Construction work Zone Positive Protection Determination
- CEM 5773 ADA Certification
- Utility Encroachment Variance Request
- Access Control Modification

Task 5 Deliverables:

- Draft and Final Project Report
- DIB 78-04 Checklist
- Draft and Final DSDD
- Draft and Final SWDR
- Caltrans Encroachment Permit (TR-0112)

TASK 6 – Preferred Alignment Development and Preliminary Engineering

Using the findings from Tasks 5, GHD will develop a preferred trail alignment in close collaboration with Restoration Design Group (RDG). By leveraging RDG's existing project knowledge, design files, and familiarity with previous concepts, GHD will refine and advance the trail alignment so that it reflects current field conditions, agency feedback, constructability considerations, and opportunities for cost savings.

6.1 Existing Documents Review

The GHD team will review existing documentation relating to previous investigations, studies and design work including but not limited to:

- Previous Environmental Studies conducted by previous consultants
 - Draft Initial Study/Mitigated Negative Declaration (ISMND)
- As-Built drawings of existing grading and roadway improvements and structures
- Right-of-way and centerline mapping for project site
- Topographic survey
- Aerial Mapping
- Previous plans and CAD files developed by our teaming partner RDG

It is assumed the City will provide a copy or functioning weblink for all the documents and data indicated above prior to beginning the Existing Documents Review task. GHD will summarize their review of existing documents and prior technical work done in an existing document review memorandum.

6.2 Site Visits

After Task 6.1 Existing Documents Review is completed, the GHD team will plan site visits to determine existing field conditions and potential constraints. The GHD team will provide two (2) additional site visits corresponding to the following milestones: after 30% draft milestone and after 70% draft milestone. GHD will provide all site visit photos and notes to the City. It is assumed the City staff will attend the site visits with GHD staff to address opportunities, challenges, and our proposed solutions.

6.3 Trail Alignment Alternatives Analysis

GHD, working closely with RDG, will reevaluate and refine the trail alignment based on topographic constraints, environmental considerations, ROW limitations, and City priorities. At the project kickoff meeting, GHD will discuss the concept presented in this proposal and confirm the City's objectives for alignment refinements.

GHD will prepare up to two conceptual alignment alternatives, each providing a general horizontal and vertical alignment sufficient for evaluating feasibility and selecting a preferred alternative. These concepts will not include detailed grading or engineering design.

The alternatives analysis will include the following segment specific evaluations:

Segment 2b Realignment

- Redesign Segment 2b to begin at the City's 309 Mill Street parking lot.
- Develop a revised concept for a new bridge crossing over Wolf Creek, connecting to the east side alignment.
- Coordinate with RDG to integrate geometric, structural, and hydraulic considerations from prior designs.

Segment 4 Reevaluation

- Assess an alignment east of Bennett Street to reduce reliance on Caltrans ROW and minimize associated costs.
- Evaluate a routing that climbs toward Kidder Cemetery before descending toward Railroad Avenue.
- Compare alternatives with the existing RDG concept to identify opportunities for improved constructability, reduced impacts, and cost efficiency.

Segment 5 Reevaluation

- Explore an alignment east of Railroad Avenue that avoids Idaho Maryland Road frontage.
- Evaluate a more scenic alignment south of Wolf Creek that connects to Centennial Drive.
- Coordinate with RDG to ensure transition compatibility with adjacent trail segments.

6.4 Preliminary Engineering

Upon City selection of a preferred alignment, GHD will complete preliminary engineering to update the design to the 30% level. This work will build on the original 30% design prepared by RDG while incorporating the updated alignment, new field information, and any revised project objectives.

GHD will prepare updated 30% design plans in accordance with standards stated in task 12. Plan sheets are anticipated to include, at a minimum:

- Title Sheet
- Typical Sections
- Layouts (Plan/Profile)

Preliminary ROW and easement needs will be identified on the 30% design plans.

6.4.1 Preliminary Design Pedestrian Bridge Type Selection

This task includes the development of, a General Plan, and a Preliminary Engineers Estimate of Probable Construction Cost for a clear span, bridge with a span of approximately 80 ft. supported on concrete, short-seat type abutments. Two bridge alternatives will be considered in the preliminary design including a prefabricated steel truss bridge and a railcar bridge.

Consultant will develop General Plan drawings depicting the layout and typical sections of the pedestrian bridge crossing structure with enough detail to develop a preliminary cost estimate of the proposed alternative for use in the Structures Type Selection Design Memorandum. Consultant will evaluate the structure alternative considering the superstructure type and profile with respect to the hydraulic design discharge and freeboard requirements provided by the project hydraulic engineer. Foundation types will be examined for constructability and scour. Throughout this evaluation, constructability will be reviewed and modifications will be made to maximize constructability and minimize overall project costs.

After development of the General Plan drawings, Consultant will prepare preliminary Engineers Estimate of Probable Construction Cost. Preliminary bid item lists for the bridge crossing will be prepared and preliminary quantities based on the General Plans will be developed.

6.4.2 Preliminary Design Special Design Retaining Wall Type Selection

Under this task, Consultant will perform preliminary engineering and develop 30% design level structure documents for each of retaining walls listed below that include general layout plan and typical sections for the retaining wall. Consultant will evaluate potential retaining structure alternatives and coordinate with the Project Lead to develop a preferred structure layout and type for consideration in the project final design. Layout for the retaining wall will be determined based on the pathway layout provided by the Project Lead. It is assumed that Caltrans will require a separate TSR for each of the special design retaining walls located within Caltrans right-of-way. Consultant will develop a draft for each of the retaining walls listed below in general conformance with the Caltrans OSFP Information and Procedures Guidelines and Caltrans Memo To Designers (MTD) 1-29. Comments from the Project Lead, City, and Caltrans OSFP will be incorporated into a final TSR for each of the structures. This task assumes that the Project Lead will coordinate and obtain approval of the project geomatics, including the pathway alignment, with Caltrans District 3 and that the project geotechnical engineer will complete a Preliminary Foundation Report (PFR) for inclusion in the draft TSR.

The following task items are for the development of a draft and final TSR for each identified structure listed:

- Segment 2a Retaining Wall No. 1. This task includes the development of a TSR, General Plan and Preliminary Engineers Estimate of Probable Construction Cost for 560 ft. long retaining wall with a maximum retained height of approximately 5 ft. It is anticipated that this retaining wall will consist of a soldier pile retaining wall.
- Segment 4 Retaining Wall No. 1. This task includes the development of a TSR, General Plan and Preliminary Engineers Estimate of Probable Construction Cost for 950 ft. long retaining wall with a maximum retained height of approximately 11.5 ft. It is anticipated that this retaining wall will consist of a soil nail retaining wall.
- Segment 4 Retaining Wall No. 3. This task includes the development of a TSR, General Plan and Preliminary Engineers Estimate of Probable Construction Cost for 430 ft. long retaining wall with a maximum retained height of approximately 8.5 ft. It is anticipated that this retaining wall will consist of a soil nail retaining wall.
- Structure Type Selection Meeting. If required as part of the TSR for the retaining walls, Consultant will prepare for and attend a Structure Type Selection Meeting at Caltrans District or Headquarters offices. The Structure Type Selection Meeting will be used to discuss the overall project, the preferred alternatives and critical project decisions that will be required for final design. Attendees at the Structure Type Selection Meeting will be the City's project manager, the Project Lead's project manager and staff, members of the PDT including the Geotech engineer, Caltrans OSFP Structure Liaison Engineer and other required Caltrans technical liaisons. Consultant will organize the meeting with Caltrans OSFP and provide the meeting agenda. Following the meeting, Consultant will develop draft meeting minutes to be distributed to the attendees. For the scope of services, it is assumed that only one Type Selection Meeting will be required and that all the retaining walls will be discussed at that one meeting.

6.4.3 Preliminary Design Standard Retaining Wall Support

This task includes support to the Project Development Team for the development of preliminary typical sections for Caltrans Standard Plan retaining walls not requiring special design or a TSR. It is assumed that the Project Lead will provide wall layout and profile information on the preliminary pathway drawings. Consultant will provide

typical sections of the retaining walls and will provide a cost/square foot to the Project Lead for incorporation into the overall project estimate. This task assumes a maximum of 2 locations and a maximum retained height of the retaining walls of up to 5 ft.

6.5 Preliminary Engineer's Estimate

GHD will prepare a preliminary project bid item list on a City-provided template, quantify bid items and provide a preliminary Engineer's Estimate as part of the Preliminary Plan submittal. The summary of quantities and corresponding unit prices will be independently checked and based on Caltrans Cost Data, plus any recent bid data provided by the City. This estimate will follow the format of the Caltrans preliminary cost estimating spreadsheet. GHD will disclose any assumptions made in preparing the preliminary Engineer's Estimate.

Task 6 Deliverables:

- Preferred Alignment Exhibits for Segments 2, 4 and 5
- Preliminary 30% Plans
- Preliminary Engineers Estimate
- General Plan
- Bridge General Plans
- Structure Type Selection Meeting Minutes

Key Assumption:

- ➔ Up to 2 rounds of alternative analysis for alignment determinations.
-

TASK 7 – Environmental Services and Permitting

7.1 CEQA Revalidation and Supplemental Documentation

GHD will review the 2023 Initial Study/Mitigated Negative Declaration (IS/MND), associated technical studies, and prepare an updated project description to determine how the revised preferred alignment affects previous environmental conclusions. This will include evaluating new project components such as the proposed bridge crossing in Segment 2 and revised trail sections in Segments 4 and 5, including planned improvements on the south side of Wolf Creek. Following this review, the GHD will prepare the following supplemental technical memos and studies to identify whether the prior conclusions remain valid or whether changes warrant preparation of an Addendum or other CEQA document.

7.1.1 Supplemental Biological Resources Technical Memo

GHD will conduct updated biological field assessments in areas not previously surveyed, specifically the new bridge location within Segment 2 and the reconfigured alignments within Segments 4 and 5. A Supplemental Biological Resources Technical Memorandum will be prepared to describe existing biological conditions, evaluate potential effects on sensitive species and habitats, and identify necessary mitigation or refinements to previously adopted measures. This memorandum will ensure that the revised project footprint remains fully compliant with CEQA biological resource requirements.

7.1.2 Supplemental Archaeological Resources Evaluation

GHD, with our subconsultant ECORP, will prepare an archaeological resources supplement addressing areas of potential disturbance not evaluated in the earlier studies. This will include updated records searches, field surveys

where feasible, and analysis of archaeological sensitivity within the modified alignment areas of Segments 4 and 5. The supplemental report will identify any newly discovered cultural resources or potential for subsurface deposits, recommend appropriate avoidance or treatment measures, and prepare confidential site documentation as needed for CEQA compliance.

7.1.3 Historic Resources Assessment for Cemetery-Adjacent Alignment

Because the revised Segment 4 alignment passes adjacent to the Old Grass Valley City Cemetery (Odd Fellows and Masonic Cemetery), GHD and our subconsultant ECORP, will prepare a Historic Resources Assessment evaluating potential effects on these historic-era burial grounds. This assessment will establish the historical context of the cemeteries, evaluate the project's potential to affect contributing features or setting, and recommend design adjustments or protective measures as appropriate. The completed assessment will meet CEQA and Secretary of the Interior's Standards requirements and will be prepared for inclusion in the environmental record.

7.2 Coordination with Project Design and Integration of Mitigation

GHD's environmental staff will coordinate closely with City staff and the design team to ensure that the findings of all supplemental studies, including biological, archaeological, and historic resources, are fully integrated into the evolving project plans. Environmental staff will provide review comments on preliminary engineering plans to confirm consistency with required mitigation measures and environmental constraints.

7.3 Preparation and Circulation of Subsequent MND or Addendum, and Final CEQA Deliverables

Based on the results of the CEQA revalidation process and supplemental technical studies, GHD will determine, together with the City of Grass Valley, whether the modifications to the project necessitate preparation of a Subsequent Mitigated Negative Declaration (MND) or whether an Addendum to the previously adopted 2023 MND is sufficient under CEQA. If the analysis demonstrates that new or more severe impacts may result from the revised alignment, GHD will prepare an Administrative Draft, Draft, and Final Subsequent MND, incorporating updated impact analyses, revised mitigation measures, and all biological, archaeological, and historic resource supplements. GHD will also support the City in conducting the required public review and circulation period, including preparation of the notices, managing public distribution, and assisting with responses to public and agency comments. However, if it is determined that an Addendum is adequate for CEQA compliance, GHD will prepare an Addendum in lieu of a Subsequent MND, documenting the basis for relying on an Addendum and incorporating the necessary supplemental environmental information.

7.4 Environmental Permitting for Segment 2 Bridge over Wolf Creek

The project is not anticipated to include any impacts to areas under the jurisdiction of the Army Corps of Engineers (Corps). However, areas under the jurisdiction of the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB) would occur. GHD will complete the following permit applications for the project:

- Lake and Streambed Alteration Agreement (LSAA) – GHD will prepare the LSAA application package and will respond to California Department of Fish and Wildlife (CDFW) comments on the application package, as necessary. The permit application package will incorporate the results of applicable biological and environmental analyses, including any avoidance and minimization measures for special-status species.
- Water Quality Order No. 2004-004 DWQ – GHD will prepare a Notice of Intent (NOI) to comply with Water Quality Order No. 2004-004 DWQ. This will include a brief mitigation plan to replace or restore habitat disturbed by construction activities.

Task 7 Deliverables:

- ➔ Supplemental Biological Resources Technical Memorandum
- ➔ Supplemental Archaeological Resources Evaluation
- ➔ Supplemental Historic Resources Assessment
- ➔ Draft Addendum or Subsequent MND, depending on CEQA revalidation outcomes
- ➔ Public circulation materials (if a Subsequent MND is required)
- ➔ Final CEQA document (Addendum or Subsequent MND)
- ➔ Draft and Final Permit Applications

Key Assumptions:

- ➔ Access to all areas of the revised alignment (Segments 2, 4, and 5) will be granted for biological, cultural, and historic field surveys.
- ➔ The scope assumes limited new ground disturbance beyond the revised alignment areas identified; substantial expansion may require contract amendment.
- ➔ Preparation of a Subsequent MND will occur only if the CEQA revalidation identifies new significant impacts or increases in severity; otherwise, an Addendum will be prepared.
- ➔ No federal NEPA compliance, ESA consultation, or Section 106 compliance is included unless separately authorized.
- ➔ Specialized studies beyond biological, archaeological, and historic resources (e.g., noise, air quality, traffic, hydrology) are not anticipated or included in this scope of work.

Key Assumptions

- There are no project elements southwest of the pedestrian bridge.
- Project elements not included in the project description above are not included in this scope.
- Travel for PDT or other team meetings is not required.
- The City will provide a no-fee encroachment permit;
- The preferred alternative for the proposed trail and ERS is chosen prior to field exploration.
- Access and/or rights-of-entry will be provided to private properties (if needed).
- The proposed wall alignment will be surveyed/staked by others prior to the start of field investigation.
- Borings can be drilled during daytime work hours on the shoulder and a construction zone enhanced enforcement program (COZEEP) with CHP escort and night work is not required.
- Our field work within the Caltrans Right-of-Way will be performed under a Caltrans Encroachment Permit obtained by others. If Crawford is required to obtain a Caltrans Encroachment Permit, an additional fee (\$5,000 minimum) would apply.
- Completed boring locations will be marked by Crawford after completion for others to survey (City of Grass Valley).
- A Preliminary Foundation Report for the pedestrian bridge is not included. If one is required, an additional fee of \$15,000 will be necessary.
- Searches for Activity Use Limitations or environmental liens are not included.
- No infiltration testing is required.
- A borrow site evaluation is not included.

TASK 9 – Utility Coordination

9.1 Utility A Letters

GHD will obtain existing utility data provided by the City and/or available through public, online sources, to determine which agencies and owners have utility facilities within the Project limits. GHD will prepare and submit formal utility information request letters (“A” Letters) to utility owners with facilities in the Project vicinity. This correspondence will include preliminary drawings and a copy of any formal work authorizations by the City. The documentation will be placed on letterhead provided by the City or in blank word documents for the City to place on letterhead. The City will provide the signatory authority on the information request cover letter.

GHD will compile all utility information provided in responses to the “A” Letters into a single base map in AutoCAD format.

9.2 Utility B Letters and Conflict Maps

GHD will evaluate existing utility mapping in comparison with the proposed project improvements and determine potential conflicts that would require relocation.

GHD will prepare and submit formal utility conflict notification letters (“B” Letters) to utility owners that own facilities in the Project vicinity and present possible alignment conflicts (horizontal and/or vertical). This correspondence will include preliminary drawings, showing the impact to their facilities, as well as an anticipated schedule of roadway improvement work. This Task will include meetings and the sharing of design information towards the goal of conflict resolution, via changes in design to avoid conflict, mitigation of impacts, or relocation design efforts. The documentation will be placed on letterhead provided by the City or in blank word documents for the City to place on letterhead. The City will provide the signatory authority on the information request cover letter.

9.3 Potholing

Where existing utilities may conflict with the proposed project improvements, GHD will perform targeted utility potholing to verify horizontal and vertical locations. GHD will coordinate all potholing activities with the applicable utility owner(s) and obtain a no cost encroachment permit from the City prior to beginning work. GHD will contact USA 811 in advance of any excavation and will provide all necessary traffic control to safely complete the work. GHD will prepare a potholing exhibit showing pothole locations and the surveyed horizontal and vertical positions of existing utilities for incorporation into the project design.

9.4 Utility C Letters and Relocation Design Coordination

If a utility relocation is unavoidable, GHD will prepare and submit formal utility notices (“C” Letters) to affected utility owners. This Task includes finalizing all relocation design documents and formalizing all relocation documentation. The City of Grass Valley will provide the signatory authority on the utility relocation notification cover letter. For budgeting purposes, it is assumed the only utility relocation notices for up to 3 different utility purveyors.

GHD will host up to three virtual coordination meetings with impacted utility owners to discuss the project. GHD will also hold up to two in-field meetings with utility purveyors. GHD will prepare and distribute the agenda and meeting notes.

9.5 Utility Certification and Relocation Documentation

GHD will prepare utility relocation documentation pursuant to Caltrans Local Assistance Procedures Manual Chapter 13 necessary for the Right of Way Certification Package. This documentation includes Liability Determination coordination, Reports of Investigation, and Notice to Owner, and Utility Agreements.

Task 9 Deliverables:

A, B, C letters

Utility Certification

Potholing Plan

Coordination with Agencies and attendance at meetings

TASK 10 – Geotechnical Engineering Services and Report

10.1 Coordination, Obtain Permits, and Mark for USA

For this task, Crawford will:

Determine exploration locations, determine site access, and mark our exploration locations for USA North 811;

Coordinate a private utility locator for test boring locations within Caltrans ROW, and meet with the utility locator on-site;

Obtain a Nevada County Environmental Health Permit for our test borings;

Obtain a City of Grass Encroachment Permit; and

Coordinate our test borings under the master Caltrans Encroachment Permit obtained by others.

10.2 Subsurface Exploration

Crawford will conduct a subsurface exploration program to characterize the subsurface conditions along the preferred trail alignment and the alternative trail alignment. Following type-selection, Crawford will perform a site-specific foundation study to evaluate the subsurface conditions for foundation design of the selected ERS alternatives proposed in Segments 2 and 3. Crawford will drill, log, and sample the following test borings:

Five test borings for the ERS, 15 to 50 ft deep, refusal dependent;

Two test borings for the pedestrian bridge, 30 to 50 ft deep, refusal dependent;

Up to eight test borings to 5 to 10 feet deep (or refusal) for the preferred trail alignment and non Caltrans-ERS (spaced at about 1,000 to 1,500 feet); and

The drilling contractor will advance the test borings with a rubber-tired, truck and/or track-mounted drill rig using 6 to 8-inch-diameter hollow, solid stem augers, and/or rotary wash methods, and/or rock coring methods. Standard Penetration Testing and California Modified sampling will be performed within borings to obtain samples and blow count information. A Crawford engineer/geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. At a minimum, we will sample continuously in soil in the upper 5 feet and at 5-foot intervals thereafter. Bulk samples of near-surface soil will also be collected. Once rock is encountered, we will switch over to HQ continuous coring. Surface and groundwater conditions will be noted

where encountered. Traffic control will be provided with City and Caltrans requirements. The test borings will be backfilled per County requirements, and the drill cuttings will be spread on-site

10.3 Laboratory Testing

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the test borings (as appropriate):

Moisture Content and Unit Weight for bearing capacity and lateral capacity;

Unconfined Compression and/or Direct Shear testing, for bearing resistance and lateral capacity;

Sieve Analysis and Plasticity Index for soil classification;

R-Value for pavement design;

Corrosivity – pH and Minimum Resistivity, Sulfate Content, Chloride Content; and

Determination of Asbestos Content of Serpentine Aggregate.

10.4 Engineering Analysis and Geotechnical Reports

Crawford will perform engineering evaluation and analysis for the following: bearing resistance; axial capacity, lateral capacity; lateral earth pressures, site seismicity, including procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); liquefaction potential; pavement; and soil corrosivity.

Crawford will prepare a Foundation Report (FR) for Engineered Retaining Structures (ERS) that will include all proposed ERSs and the pedestrian bridge, consistent with current Caltrans guidelines, for review and comment by the design team. The report will provide a project description and a summary of the geotechnical investigation, laboratory test program, geotechnical conditions, groundwater conditions, description of the existing facilities and as-built information, and scour considerations as applicable (based on Hydraulics Report prepared by others). Earth materials and foundation conditions will be discussed, including seismic criteria and the design ARS curve. The report will discuss the structure foundation conditions/constraints, analysis methods, recommended type, liquefaction potential, soil corrosivity, bearing resistance and lateral earth pressures (for shallow foundation structures), axial resistance results and L-Pile parameters (for deep foundation structures), and include construction considerations and notes for specifications. The report will also include/address site preparation and grading, as necessary.

We will also include a vicinity map, geologic map, Log of Test Borings (LOTB) drawing, fault map, and laboratory test results.

Crawford services for this task also include allowance for the Caltrans review process to respond to review comments if/as needed. We will contact or meet with Caltrans if necessary to rectify comments received on the draft report for concurrence and include comment responses in the final report.

Following receipt of all draft FR review comments and concurrence, Crawford will prepare and submit a Final FR incorporating the comments as necessary.

10.5 Geotechnical Design Report (GDR)

Crawford will complete a Geotechnical Design Report (GDR) to address the proposed trail alignment. A draft GDR will be prepared and will include a project description and a summary of the geotechnical investigation, laboratory test program, geotechnical conditions, groundwater conditions, description of the existing facilities and as-built information. The report will also include analysis methods and geotechnical recommendations for structural

pavement sections and recommendations for flatwork (as appropriate) and grading and construction, which may include ground preparation, materials excavation, placement, and compaction. We will also include a vicinity map, geologic map, site plan with the test boring locations, fault map, test boring logs, and laboratory test results.

Crawford services for this task also include allowance for the Caltrans review process to respond to review comments if/as needed. We will contact or meet with Caltrans if necessary to rectify comments received on the draft report for concurrence and include comment responses in the final report.

Following receipt of all draft GDR review comments and concurrence with the design team, the City, and Caltrans, Crawford will prepare and submit a Final GDR incorporating the comments as necessary.

10.6 Document Review and Consultation

Crawford will provide consultation on geotechnical topics and perform a geotechnical review of the preliminary plans (30% or 90%) and final (100%) plans/specifications and provide comments to the design team.

10.8 Initial Site Assessment

Crawford will prepare an Initial Site Assessment (ISA) to evaluate the project site and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project. The ISA will be prepared in accordance with the procedures set forth in ASTM E1527-21 and Caltrans' Standard Environmental Reference, Chapter 10. Crawford will implement the following tasks to prepare the ISA.

Physical Setting Review: The ISA will include a summary of geologic conditions underlying the project site based on readily available geologic mapping from the US Geological Survey (USGS) and the California Geological Survey (including assessing potential for naturally occurring asbestos); and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.

Historical Land Use Review: Environmental Risk Information Service (ERIS) will provide historical aerial photographs, USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the project site and vicinity. Crawford will review these data to develop a history of general property uses for the project site and surrounding parcels back to the project site's first development, or 1940, whichever is earlier.

Records review: ERIS will also conduct a computerized search of federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the project site and nearby properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.

Site Reconnaissance: Crawford will perform a driving and walking reconnaissance of the preferred project alignment and alternative routes identified in the RFP to observe current site conditions. Conditions on adjacent parcels will be observed from the public right-of-way. This reconnaissance will include observations of uses and storage of hazardous materials and wastes within and adjacent to the project alignment, including general conditions with regard to the presence of underground and above ground storage tanks, drums, wells, electrical equipment, vegetation, odors, and sewage/waste disposal, as appropriate.

Interviews: Crawford will contact Nevada County Environmental Health Department to inquire about department knowledge pertaining to the project site or other properties in the site vicinity, and City Public Works Department to ascertain if past maintenance practices may have impacted the alignment. Where warranted by observations and data, Crawford will make reasonable attempts to interview current and past owners or tenants of adjacent properties where names and contact information is provided.

TASK 11 – Drainage Analysis and Study

11.1 Hydrology/Hydraulic Report

GHD will lead the development of a comprehensive Hydrology and Hydraulics (H&H) Drainage Report to support the Project from preferred alignment development through Final PS&E. This work will be fully integrated into the project's management framework, including participation in the Project Development Team (PDT), bi weekly coordination meetings, and preparation of drainage related inputs for monthly progress reporting, consistent with the RFP's required management activities and deliverables.

GHD will begin by assembling and reviewing all existing planning documents, prior 30% design materials, and available drainage maps and records referenced in the RFP. A field investigation will be conducted to confirm the condition and configuration of drainage facilities such as culverts, inlets, ditches, swales, outfalls, and flow paths along the proposed alignment segments. This effort will be coordinated with the survey team so that drainage relevant features—including flowlines, slopes, banks, and terrain breaks—are captured in accordance with the RFP's requirements for developing a complete 3D base map and inventory of existing drainage facilities.

GHD will then perform hydrologic analysis to characterize existing and proposed peak stormwater flows within the project corridor and adjacent drainage basins. Hydrologic parameters and design storms will be established in conformance with the City of Grass Valley standards and Caltrans requirements, as the RFP identifies these as mandatory references for all PS&E development. Using these hydrologic results, GHD will evaluate the hydraulic performance of existing drainage systems interacting with the trail, including culvert capacities, inlet performance, ditch conveyance, trail low points, and interactions with Wolf Creek where backwater or scour may affect trail design. This analysis will identify deficiencies or risks such as overtopping, erosion, or insufficient conveyance.

Based on these findings, GHD will develop conceptual drainage improvements and design criteria to support refinement of the preferred alignment and preparation of the 30% engineering plans required by the RFP. These concepts will consider cross drain sizing, trail side drainage features, inlet enhancements, erosion protection, and potential outfall improvements. The drainage analysis will also provide the technical basis for CEQA revalidation by supplying hydrology and hydraulics related impact assessments and supporting documentation needed for updated environmental studies, as required under the RFP's Project Approval and Environmental Document (PA&ED) tasks.

All technical information produced during these stages will be compiled into a comprehensive Drainage Report. This report will document existing conditions, hydrologic and hydraulic methodologies, modeling results, constraints, and recommended improvements. It will also include the drainage design criteria and preliminary sizing information necessary for PS&E development. The report will be revised based on City review comments following the RFP's defined submittal and review cycle.

As design advances, GHD will update the Drainage Report and drainage calculations for the 70% PS&E submittal, ensuring that drainage design details are fully coordinated with trail grading, utilities, structural elements, and ROW considerations. GHD will prepare all drainage related design notes and calculations required to accompany the PS&E packages, consistent with the RFP's requirement for submittals to include full supporting documentation. If a 90% submittal is requested, GHD will further refine the drainage report and calculations to address City, Caltrans, and regulatory review comments.

For the Final (100%) PS&E package, GHD will prepare the completed, sealed Drainage Report and final drainage calculations fully coordinated with the final plan set, specifications, and environmental commitments. As required

by the RFP, this final documentation will incorporate all agency comments and will be suitable for immediate advertisement.

Throughout the project, GHD will ensure that drainage considerations remain fully integrated with trail alignment, environmental compliance, ROW and utility coordination, geotechnical findings, and structural design, consistent with the RFP's expectation that the prime consultant provide complete multidisciplinary leadership through PA&ED, R/W, and PS&E.

GHD will analyze and quantify upstream flows contributing to the tributary streams that pass through the project area to ensure proposed infrastructure does not have an adverse impact on natural drainage courses.

GHD will prepare a Draft Drainage Report to summarize impacts and proposed stormwater improvements to the project area.

A Draft 30% Drainage Report will be submitted for review and comments at the preliminary design stage. GHD assumes a single review of the Draft 30% Drainage Report during the preliminary design stage and that all comments will be satisfactorily addressed in 1 round to finalize the 30% Drainage Report. The Drainage Report will be revised as needed in the 70%, 90%, and 100% design stages.

11.2 Water Quality Analysis and Project Storm Water Quality Management Plan (SWQMP)

GHD will initiate the water quality process by completing the City's Storm Water Requirements Applicability Checklist (Intake Form). Based on GHD's review of the project components provided in the RFP, it appears that the project will be exempt from categorization as a Priority Development Project (PDP) per Section 3 of the Intake Form due to the project being a bicycle facility that directs stormwater runoff to adjacent vegetated areas.

Based on the PDP Exempt assumption, GHD will prepare a Standard Development Project (SDP) Stormwater Quality Management Plan (SWQMP). The SDP SWQMP will incorporate permanent, post-construction water quality requirements in accordance with the 2023 City of Chula Vista's Best Management Practices (BMP) Design Manual to comply with the 2013 Municipal Separate Storm Sewer System (MS4) Permit development requirements.

A Draft 30% SDP SWQMP will be submitted for review and comments at the preliminary design stage. GHD assumes that comments for the Draft 30% SDP SWQMP will be satisfactorily addressed in 1 round to during the 700% design stage. The SDP SWQMP will be revised as needed in the 700%, 90%, and 100% design stages.

TASK 12 – Plans, Specifications, and Estimates (PS&E)

GHD shall provide full final engineering design services and prepare all contract documents—including construction plans, technical specifications, and cost estimates—necessary to advertise the project for public bidding. All documents will be submitted to the City for review at the 70%, 90%, and 100% design milestones.

All contract documents shall be prepared in accordance with the most current versions of the following standards:

City of Grass Valley Standard and Specifications

AASHTO

MUTCD and CAMUTCD

Caltrans Highway Design Manual

Caltrans Traffic Manual

Caltrans Standard Plans and Specifications

Caltrans Standard Special Provisions

Caltrans Signal and Lighting Design Guidelines

Caltrans Plans Preparation Manual

Caltrans special Policies Amending the Traffic Manual by Caltrans District 3

FHWA Roadside Design Guidelines

FHWA Highway Drainage Guidelines

AASHTO LRFD Bridge Design Specifications, 8th Edition with California Amendments

Caltrans Seismic Design Criteria, Version 2.0

Caltrans Bridge Design Manuals, Policies, Standards, and Guidance

Design plans shall be prepared using a 3D Digital Terrain Model (DTM) in AutoDesk Civil 3D. All plan sheets will reference applicable City Standards and Standard Details and will conform to the Caltrans Plans Preparation Manual. Plan sheet size shall be 24" x 36".

The plan set is anticipated to include the following sheets:

Title sheet (1 sheet, not to scale (NTS))

Typical Cross Sections (4 sheet, NTS)

Project Control (1 sheet, 1"=60')

Layout sheets (32 sheets, 1"=20' scale)

Profiles and Superelevation Diagrams (32 sheets, 1" = 20' Scale)

Construction Details (4 sheets, NTS)

Drainage Plan and Details (40 sheets, 1"=20' scale)

Utility Plans and Details (34 sheets, 1"=20' scale)

Construction Area Signs (6 sheets, NTS)

Stage Construction Plan (5 sheets, 1"=50' scale)

Traffic Handling Plan (5 sheets, 1"=50' scale)

Pavement Delineation and Sign Plans, Details and Quantities (36 sheets, 1"=20' scale)

Summary of Quantities (1 Sheet, NTS)

Retaining Wall Plans, Details and Quantities (40 sheets, NTS)

Planting and Irrigation Plans (34 sheets, 1"=50' scale)

Erosion Control Plans (15 sheets, 1"=50' scale)

Electrical Plans and Details (17 sheets, 1"=50' scale)

Structural Plans and Details (4 sheets, NTS)

Structural Plans: Segment 2a – 305 Mill Street to Hansen Way and Colfax Avenue

Pedestrian Bridge over Wolf Creek

A new pedestrian bridge crossing will be required over Wolf Creek at the City owned parking lot on Mill Street. It is anticipated that the pedestrian trail bridge crossing will consist of a new single span pedestrian bridge with a clear span of approximately 80 ft. The pedestrian bridge crossing will consist of a single span, prefabricated steel truss bridge supported on concrete, short-seat type abutments.

Retaining Walls (Retaining Wall No. 1)

There is a cut retaining wall anticipated between the trail and the Highway 49 onramp at Auburn Street. The retaining wall is proposed to be located within Caltrans right-of-way, approximately 10 ft from the edge of existing onramp paving. The cut retaining wall is anticipated to consist of either a soldier pile or soil nail retaining wall to minimize impacts to the onramp and traffic staging. Because the retaining wall is located within Caltrans right-of-way, it is anticipated that Caltrans Office of Special Funded Projects (OSFP) structures review will be required. This will also require that the Plans, Specifications, & Estimate (PS&E) and submittals for the retaining wall be completed in accordance with the OSFP Information and Procedures Guide. During the 30% design phase, our Team will also consider Caltrans Standard Plan cantilever retaining walls to determine whether a standard plan wall is feasible with traffic handling. Using a Caltrans Standard Plan retaining wall, rather than a special design retaining wall, will significantly reduce the Caltrans review effort by allowing the retaining walls to be approved on a Caltrans District level rather than Caltrans Headquarters structures review.

Segment 2a					
1	32+25 to 37+75	Soldier Pile	560	5	3,920

Structural Plans: Segment 3 – Hansen Way from Colfax Avenue to Bennett Street

There are no structures anticipated for Segment 3.

Structural Plans: Segment 4 – Highway 49 Bennett Street Onramp and Railroad Avenue to Idaho Maryland Road

Retaining Walls (Retaining Wall No. 1)

There are several retaining walls identified along Segment 4. There are two cut retaining walls and one fill retaining wall along the Highway 49 onramp at East Bennett Street and along Highway 49 near Railroad Avenue. The trail and retaining walls are proposed to be located within Caltrans right-of-way, approximately 40 ft from the edge of travel way. The cut retaining walls are anticipated to consist of soil nail retaining walls. The fill wall is anticipated to be a Caltrans Standard Plan cantilever retaining wall. Because the cut retaining walls are located within the Caltrans right-of-way and will be special designs, it is anticipated that Caltrans OSFP structures review will be required and the PS&E for the retaining walls be completed in accordance with the OSFP Information and Procedures Guide. It is anticipated that the Standard Plan wall will only require District 3 review.

Segment 4

1	0+50 to 10+25	Soil Nail	950	11.5	9,620
2	0+80 to 3+25	Caltrans Standard Plan Cantilever	240	4.0	1,440
3	13+20 to 17+50	Soil Nail	430	8.5	3,390

Segment 5 – Idaho Maryland Road Centennial Drive

There are no structures anticipated for Segment 3.

Segment 6 – Idaho Maryland Road Centreville Road

Retaining Walls (Retaining Wall No. 1)

There is a short fill retaining wall anticipated at the end of Segment 6. The retaining wall is anticipated to consist of either a concrete cantilever retaining wall or a retaining curb, depending on the height the final wall needs to be.

Segment 6

1	42+25 to 42+85	Concrete Cantilever	60	2.0	210

Trail Security & Lighting

Trail Lighting Design Analysis

During Final Design, GHD team will perform a lighting design analysis with Isolux diagrams to optimize safety lighting where the trail crosses streets and intersections, as well as along the trail corridor. The lighting analysis will also evaluate minimizing light intrusion into habitat areas. GHD will submit the analysis results to the client and Stakeholder Jurisdictions for review and approval. It is assumed the light standards, heights, and any aesthetics will be provided by the City.

Optional Task - Security System Design

If deemed necessary, GHD will work with the City to explore security features such as cameras or emergency push button/call locations and design systems compatible with City requirements.

PG&E Coordination

GHD will lead coordination of applications for electrical points of connection for lighting and security systems.

12.1 70% Design

12.1.1 70% Plans

GHD will prepare and submit 70% plans along with a Response to 30% Comments Matrix. A single City review cycle is assumed, and all comments will be addressed in the subsequent 90% submittal.

12.1.2 70% Specifications and Special Provisions

Specifications will be prepared in accordance with the Caltrans Standard Specifications. It is assumed the City will provide GHD with the City's boilerplate "front-end" specifications. If non-standard specifications are required, which have not been previously included in City specification GHD will prepare or amend City-provided technical specifications for the 70% PS&E submittal.

12.1.3 70% Engineer's Estimate

GHD will generate the 70% project bid item list on a City-provided template, quantify bid items and provide a 70% Engineer's Estimate as part of the 70% PS&E submittal. The summary of quantities and corresponding unit prices will be independently checked. GHD will disclose any assumptions made in preparing the 70% Engineer's Estimate.

12.2 90% Design

12.2.1 90% Plans

GHD will revise the 70% plans based on City comments and add details needed for construction.

A Response to 70% Comments Matrix will accompany the submittal.

A single City review cycle is assumed.

It is assumed that the number of plan sheets is expected to remain consistent with the 70% submittal.

12.2.2 90% Specifications and Special Provisions

GHD will provide Draft 90% technical specifications and special provisions along with a Response to 70% Comments Matrix for review and comment. GHD assumes a single review of the draft 90% technical specifications and special provisions.

12.2.3 90% Engineer's Estimate, Summary of Quantities & Bid Proposal Table

GHD will generate and provide the 90% Engineer's Estimate, Summary of Quantities & Bid Schedule on a City-provided template as part of the 90% PS&E submittal. The summary of quantities and corresponding unit prices will be independently checked. GHD will disclose any assumptions made in preparing the 90% Engineer's Estimate.

12.3 100% Design

12.3.1 100% Plans

GHD will address comments received on the 90% submittal of the project plans. It is assumed comments at the phase will be minor. A signature ready document will be submitted in addition to a comment response matrix, which addresses comments received on the 90% document.

12.3.2 100% Specifications and Special Provisions

Draft 100% technical specifications and special provisions along with a Response to 90% Comments Matrix will be submitted for review and comments at the 90% design stage. GHD assumes a single review of the Draft 90% technical specifications and special provisions and that all comments will be satisfactorily addressed in 1 round with the Draft 100% PS&E submittal.

12.3.3 100% Engineer's Estimate, Summary of Quantities & Bid Proposal Table

GHD will generate and provide the 100% Engineer's Estimate, Summary of Quantities & Bid Proposal Table on a City-provided template as part of the 100% PS&E submittal. The summary of quantities and corresponding unit prices will be independently checked. GHD will disclose any assumptions made in preparing the 100% Engineer's Estimate.

Task 12 Deliverables

70% and 90% Plans (PDF Format)

70% and 90% Specifications (Word Format)

70% and 90% Engineer's Estimate (PDF Format)

100% Plans (PDF Format and one set of wet set signed and stamped 24"x36")

Electronic AutoDesk Civil 3D (.dwg format) Plans, including all base project files

100% Specifications (PDF Format, Word Format, and on wet signed and stamped copy)

100% Engineer's Estimate (PDF Format, Excel Format, and hard copy)

Design notes and calculations (with each submittal)

PDF of Signed Independent Structural Design Calculations (if required for the structure)

Independent Check Review Comment Matrix and Resolutions

Consultant Quality Control Statement (per OSFP Guidelines) in Word format

Response to Unchecked Comments in Word format

Key Assumptions:

Assumed project length to remain at programmed 1.75 mi. Any additional added length due to alternative analysis would require additional negotiations.

EXHIBIT B
FEE SCHEDULE

GHD Cost Proposal for Grass Valley Wolf Creek Community and Connectivity Project

GHD Fee PA/ED															Subconsultant Fee								
Task	Description	Kamesh Vedula* Principal in Charge A002	Erin McPherson* Project Manager A004	Chemin Otto Trail Lead A004	Meg Sigler* Complete Streets Lead A004	Senior Technical Director 1-2 A001-3	Senior Technical Director 2-3 A001-3	Technical Director 1-2 A004-5	Senior Professional 1-2 A006-7	Vacationer / Intern A011	Outreach Lead V003	Outreach QA V003-4	Project Support D001-10	Hours	Cost	Landscaping	Historical	Geotechnical	Cultural Resources	Structural	Surveying	Total Cost	
																RDG	JRP	Crawford	ECORP	Cornerstone Engineering	UNICO		
		Labor + Overhead Rate																					
		\$ 350.20	\$ 258.94	\$ 235.65	\$ 224.04	\$ 352.89	\$ 275.98	\$ 226.21	\$ 165.89	\$ 117.63	\$ 262.40	\$ 268.44	\$ 180.97										
Task 1	Project Management	34	142	8	8	40	40	6	48	16	0	0	24	366	\$ 93,053	\$6,977	\$0	\$3,296	\$0	\$5,000	\$0	\$ 108,326	
1.1	Project Management and Coordination	8	20	8	8									44	\$ 11,658	\$5,000		\$3,296		\$5,000		\$ 24,954	
1.2	Kick Off Meeting	4	8					6						18	\$ 4,830							\$ 4,830	
1.3	PDT Meetings	16	30					6		16				62	\$ 15,253							\$ 15,253	
1.4	Monthly Progress Reports and Cost Accounting	6	40										24	70	\$ 16,802	\$1,977						\$ 18,779	
1.5	Quality Assurance / Quality Control		20			40	40							100	\$ 30,333							\$ 30,333	
1.6	Local Assistance Documentation		24						48					72	\$ 14,177							\$ 14,177	
Task 2	Stakeholder Outreach and Coordination	4	20	0	0	0	0	0	60	0	1	1	0	86	\$ 17,064	\$0	\$0	\$0	\$0	\$0	\$0	\$ 17,064	
2.1	Community Outreach Plan								Fee to be provided if task is needed					0	\$ -							\$ -	
2.2	Outreach Materials		8						60		1	1		70	\$ 12,556							\$ 12,556	
2.3	Project Website								Fee to be provided if task is needed					0	\$ -							\$ -	
2.4	Open House	4	12											16	\$ 4,508							\$ 4,508	
2.5	Pop-Up at existing Community Events								Fee to be provided if task is needed					0	\$ -							\$ -	
Task 3	Data Collection and Review	0	10	0	0	0	0	0	28	32	0	0	0	70	\$ 10,998	\$0	\$0	\$0	\$0	\$0	\$0	\$ 10,998	
3.1	Data Collection and Review		2						12	16				30	\$ 4,391							\$ 4,391	
3.2	Site Visit and Field Review		8						16	16				40	\$ 6,608							\$ 6,608	
Task 4	Surveying and Base Mapping	0	4	0	0	0	8	0	0	0	0	0	0	12	\$ 3,244	\$0	\$0	\$0	\$0	\$0	\$74,163	\$ 77,406	
4.1 & 4.2	Topographic Survey & Control		2				4							6	\$ 1,622						\$45,976	\$ 47,600	
4.3	Boundary Survey		2				4							6	\$ 1,622						\$28,185	\$ 29,807	
Task 5	Caltrans Approval Documentation	6	44	38	38	0	4	92	100	212	0	0	0	534	\$ 94,404	\$0	\$0	\$0	\$0	\$0	\$0	\$ 94,404	
5.1	Caltrans PDT Meetings	6	12	12	12				12	12				54	\$ 12,136							\$ 12,136	
5.2	Project Report		24	18	18		4	32	40	60				196	\$ 36,525							\$ 36,525	
5.3	Nonstandard Design Features (DSD)		4	4	4			20	20	60				112	\$ 17,774							\$ 17,774	
5.4	Storm Data Report		4	4	4			40	40	80				172	\$ 27,969							\$ 27,969	
Task 6	Preferred Alignment Development and Preliminary Engineering	0	84	68	68	0	0	120	248	236	0	0	0	824	\$ 149,055	\$20,000	\$0	\$0	\$0	\$94,956	\$0	\$ 264,011	
6.3	Basis of Design Memo		4	8	8			20	36	36				76	\$ 13,472							\$ 13,472	
6.4	30% Redesign Package		80	60	60			100	248	200				748	\$ 135,583	\$20,000				\$94,956		\$ 250,539	
Task 7	Environmental Compliance	0	32	0	0	0	0	124	190	0	0	0	0	346	\$ 67,855	\$0	\$15,570	\$0	\$10,576	\$0	\$0	\$ 94,000	
7.1	CEQA Revalidation and Supplemental Documentation		4					16	28					20	\$ 4,655							\$ 4,655	
7.1.1	Supplemental Biological Resources Technical Memo		4					16	70					90	\$ 16,267							\$ 16,267	
7.1.2	Supplemental Archaeological Resources Evaluation							8						8	\$ 1,810				\$10,576			\$ 12,385	
7.1.3	Historic Resources Assessment for Cemetery-Adjacent Alignment							8						8	\$ 1,810	\$15,570						\$ 17,380	
7.2	Coordination with Project Design and Integration of Mitigation		4					16	20	60				20	\$ 4,655							\$ 4,655	
7.3	Preparation and Circulation of Subsequent MND and Final CEQA		20					60	120					200	\$ 38,658							\$ 38,658	
Task 9	Utility Coordination	0	4	0	0	0	0	0	8	24	0	0	0	36	\$ 5,186	\$0	\$0	\$0	\$0	\$0	\$0	\$ 5,186	
9.1	Utility Coordination - A Letters and Mapping		4					8	24					36	\$ 5,186							\$ 5,186	
Task 10	Geotechnical	0	12	0	0	4	0	0	0	0	0	0	0	16	\$ 4,519	\$0	\$0	\$39,128	\$0	\$0	\$0	\$ 43,647	
10.1	Coordination, Obtain Permits, and Mark for USA													0	\$ -							\$ -	
10.2	Subsurface Exploration													0	\$ -							\$ -	
10.3	Laboratory Testing													0	\$ -							\$ -	
10.4	Engineering Analysis and Geotechnical Reports		12			4								16	\$ 4,519			\$30,000				\$ 34,519	
10.5	Draft Geotechnical Design Report (GDR)													0	\$ -			\$7,998				\$ 7,998	
10.6	Document Review and Consultation													0	\$ -			\$1,130				\$ 1,130	
10.7	Mill Street UC ERS (OPTIONAL)													0	\$ -							\$ -	
TOTALS		44	352	114	114	44	52	342	682	520	1	1	24	2290	\$445,377	\$26,977	\$15,570	\$42,424	\$10,576	\$99,956	\$74,163	\$715,042	
DIRECT COSTS																							
ODC1	Mileage Costs													800	0.7400	\$592	\$700					\$1,292	
ODC2	Plan Reproduction/Meeting Materials															\$0						\$0	
ODC3	Other Direct Costs													1		\$0				\$400.00		\$400	
	Salary increases (10-H Page 2)															\$310						\$310	
TOTAL DIRECT COSTS																\$902	\$700	\$-	\$-	\$-	\$400	\$2,002	
TOTAL																\$446,279.01	\$27,677	\$15,570	\$42,424	\$10,576	\$100,356	\$74,163	\$717,044.48

GHD Cost Proposal for Grass Valley Wolf Creek Community and Connectivity Project

GHD Fee- PS&E															Subconsultant Fee					Hours	Cost	Landscaping RDG	Geotechnical Crawford	Structural Cornerstone Engineer	Right of Way InterWest (Optional)	Surveying UNICO	Total Cost
Labor + Overhead Rate	A002	A004	A004	A004	A001-3	A004-5	A006-7	A008-10	A011	V003	V003-4	A011	D001-10														
	Kamesh Vedula Principal in Charge	Erin McPherson Project Manager	Chenin Otto Trail Lead	Meg Sigler Complete Streets Lead	Senior Technical Director 1-3	Technical Director 1-2	Senior Professional 1-2	Professional 1-3	Vacationer / Intern	Outreach Lead	Outreach QA	Vacationer / Intern	Project Support														
Task 1	Project Management	46	312	8	8	8	24	48	40	0	0	0	24	518	\$ 138,704	\$ 12,106	\$ 6,000	\$ 8,325	\$ -	\$ -	\$ 165,135						
1.1	Project Management and Coordination	8	40	8	8			8	8					80	\$ 20,681	\$9,277	\$6,000	\$8,325			\$ 44,283						
1.2	Kick Off Meeting	4	8					8	16					36	\$ 8,217						\$ 8,217						
1.3	PDT Meetings	16	48						16					80	\$ 21,419	\$853					\$ 22,272						
1.5	Monthly Progress Reports and Cost Accounting	6	40										24	70	\$ 19,571	\$1,977					\$ 21,548						
1.4	Quality Assurance / Quality Control	12	160			24								196	\$ 54,107						\$ 54,107						
1.6	Local Assistance Documentation		16					32						56	\$ 14,708						\$ 14,708						
Task 2	Stakeholder Outreach and Coordination	0	14	0	0	0	0	8	0	24	2	0	0	48	\$ 10,168	\$0	\$0	\$0	\$0	\$0	\$ 10,168						
2.1	Community Outreach Plan													0	\$ -						\$ -						
2.2	Outreach Materials		2						8					36	\$ 6,951						\$ 6,951						
2.3	Project Website													0	\$ -						\$ -						
2.4	Open House		12											12	\$ 3,217						\$ 3,217						
2.5	Pop-Up at existing Community Event													0	\$ -						\$ -						
2.6	Individual Property Owner Outreach (Optional)													0	\$ -						\$ -						
Task 4	Survey and Base Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0	\$0	\$0	\$0	\$0	\$ -						
4.4	TCE Plats and Legal Descriptions													0	\$ -						\$ -						
Task 5	Caltrans Approval Document	0	4	0	0	0	0	12	0	0	0	0	0	16	\$ 3,134	\$0	\$0	\$0	\$0	\$0	\$ 3,134						
5.5	Caltrans Encroachment Permit		4					12						16	\$ 3,134						\$ 3,134						
Task 7	Environmental Compliance	0	16	0	0	8	48	152	0	52	0	0	0	276	\$ 53,671	\$0	\$0	\$0	\$0	\$0	\$ 53,671						
	CDFW LSAA Permit Application for Segment 2 Bridge		8			4	24	76		26				138	\$ 26,835						\$ 26,835						
	WQO 2004-004 DWQ for Segment 2 Bridge		8			4	24	76		26				138	\$ 26,835						\$ 26,835						
Task 8	Right of Way Services -OPTIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0	\$0	\$0	\$0	\$0	\$ -						
8.1	Title Services													0	\$ -						\$ -						
8.2	Primary Appraisal													0	\$ -						\$ -						
8.3	Appraisal Review													0	\$ -						\$ -						
8.4	Acquisition/Settlement and Closings													0	\$ -						\$ -						
8.5	Pre-Eminent Domain Activities													0	\$ -						\$ -						
8.6	Caltrans R/W													0	\$ -						\$ -						
Task 9	Utility Coordination	0	16	0	0	4	0	0	94	0	0	20	0	134	\$ 24,333	\$0	\$0	\$0	\$0	\$0	\$ 24,333						
9.2	Utility B Letters and Conflict Maps		2			2		20						24	\$ 4,702						\$ 4,702						
9.3	Potholing		2			2		20						24	\$ 4,702						\$ 4,702						
9.4	Utility C Letters and Relocation Design		6					30					12	48	\$ 8,223						\$ 8,223						
9.5	Utility Certification and Relocation Documentation		6					24					8	38	\$ 6,705						\$ 6,705						
Task 10	Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0	\$92,835	\$0	\$0	\$0	\$ 92,835						
10.1	Coordination, Obtain Permits, and Mark for USA													0	\$ -		\$10,550				\$ 10,550						
10.2	Subsurface Exploration													0	\$ -		\$13,529				\$ 13,529						
10.3	Laboratory Testing													0	\$ -		\$1,549				\$ 1,549						
10.4	Engineering Analysis and Geotechnical Reports													0	\$ -		\$45,081				\$ 45,081						
10.6	Document Review and Consultation													0	\$ -		\$3,000				\$ 3,000						
10.8	Initial Site Assessment (ISA)													0	\$ -		\$19,126				\$ 19,126						
10.9	ISA Sampling and Analytical Testing (Optional)													0	\$ -						\$ -						
Task 11	Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0	\$0	\$0	\$0	\$0	\$ -						
11.1	Hydrology/Hydraulic Report													0	\$ -						\$ -						
11.2	Water Quality Analysis and Storm Water Quality Management Plan													0	\$ -						\$ -						
Task 12	Final Design	8	208	254	172	28	52	188	1130	300	0	0	346	0	2686	\$ 502,444	\$136,374	\$0	\$236,150	\$0	\$0	\$ 874,968					
12.1	70% Plans and Estimate	4	100	100	100	20	20	100	546	160			280		1430	\$ 259,679	\$74,195		\$236,150		\$ 570,024						
12.2	90% Plans, Specifications, and Estimate	2	80	80	40	20	20	60	300	100			30		712	\$ 138,105	\$38,187				\$ 176,292						
12.3	Final (100%) Plans, Specifications, and Estimate	2	12	60	20	8	12	28	252	40			36		470	\$ 88,674	\$23,992				\$ 112,666						
12.4	PS&E Certification		8	8	8				16					40	\$ 8,701						\$ 8,701						
12.5	Final Bid Documents / RTL Package for CTC		8	6	4				16					34	\$ 7,285						\$ 7,285						
Task 13	Bidding Assistance -OPTIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0	\$0	\$0	\$0	\$0	\$ -						
13.1	Pre-Bid Meeting													0	\$ -						\$ -						
13.2	Response to Bidder Inquiries													0	\$ -						\$ -						
13.3	Addenda Preparation													0	\$ -						\$ -						
13.4	Prepare RE Binder													0	\$ -						\$ -						
Task 14	Construction Support - OPTIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0	\$0	\$0	\$0	\$0	\$ -						
14.1	Pre Construction Meeting													0	\$ -						\$ -						
14.2	Submittal Review and RFI Response													0	\$ -						\$ -						
14.3	Prepare Record Drawings													0	\$ -						\$ -						
TOTALS		54	570	262	180	40	84	284	1436	300	76	2	366	24	3678	\$732,453	\$148,480	\$98,835	\$244,475	\$0	\$0	\$1,224,244					
DIRECT COSTS															Mi	Rate											
ODC1	Mileage Costs													1440	0.7400	\$1,066			583		\$1,649						
ODC2	Plan Reproduction/Meeting Materials															\$0					\$0						
ODC3	Potholing (Final Cost TBD to be negotiated - Placeholder Only)															\$25,000					\$25,000						
ODC4	Other Direct Costs													1		\$0		95418.6			\$95,419						
	Salary Increases (10-H Page 2)															\$12,950			11821		\$24,771						
TOTAL DIRECT COSTS																\$39,016		\$ 95,419	\$ 12,404			\$146,839					
TOTAL																\$771,469.07	\$148,480.33	\$194,253.72	\$256,879.00	\$0.00	\$0.00	\$1,371,082.12					

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.

3. Before rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than \$500 within the preceding 12 months from any party to a proceeding, or agent, shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of (a) making the decision, or (b) knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding, as by submitted written or oral comments at a commission or council meeting.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closely held corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____