

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of Grass Valley / Dudek)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **environmental and engineering support services for the Memorial Park Magenta Drain Restoration Design 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.
- 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 **January 21, 2025** 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 Zac Quentmeyer. 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 One Hundred Nineteen Thousand Seven Hundred Eight Dollars and Thirty Cents (\$119,708.30).
- 3.6. “Commencement Date”: 2/25/2025.
- 3.7. “Termination Date”: 2/25/2027.

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 of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date or such other date required by that statute, 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 17 (“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 with the level of skill and care ordinarily exercised by members of the same profession operating under similar circumstances and in the same or similar locality at the time of performance and in a manner reasonably satisfactory to City. 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. Nick Deyo 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 professional licenses needed to operate its business during Consultant's performance of this Agreement. Fees for regulatory permits associated with the performance of the scope of work will be paid by the City.
- 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.

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. City will pay Consultant's invoices within 30 days of invoice receipt. 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. Notwithstanding the foregoing any reuse of the written products by City or third person or entity authorized by City without written verification or adaptation by Consultant for the specific application will be at the City’s sole risk and without liability or legal exposure to Consultant.

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant is, and shall be a wholly independent contractor as 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 the 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.

- 12.3. **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.
- 12.4. **Attorneys 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 in the event that it is adjudicated to have been non-negligent.
- 12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6. **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.
- 12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.8. **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 regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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.** The deductible or self-insured retention may not exceed \$250,000. 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.
- 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, 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: Zac Quentmeyer, 125 E. Main Street, Grass Valley, CA 95945.
- 13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements (except Professional Liability), 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.** Except for Professional Liability, Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy (except for Professional Liability) 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, any and 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.** 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 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

Zac Quentmeyer
City of Grass Valley
Public Works Department
125 E. Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4713

If to Consultant

Nick Deyo
Dudek
853 Lincoln Way, Suite 105
Auburn, Ca 95603
Telephone: (530) 887-8500

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

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 any and 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 express provisions of this Agreement and the provisions of any document incorporated herein by reference, 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 of 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.

[Signature Page Follows]

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

Two signatures are required to bind a corporation

“City”
City of Grass Valley

“Consultant”
Dudek

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____

Taylor Day, City Clerk

Date: _____

Approved as to form:

By: _____

Michael G. Colantuono, City Attorney

Date: _____

Technical Approach

EXHIBIT A

Work Plan

Received 1/21/2025

Task 1: Data Collection, Survey, and Mapping REDUCED LEVEL OF EFFORT

Our science-based approach to design involves a thorough site assessment. The Dudek team will review existing information available on the project site, including the City's base map, site surveys, right-of-way maps, FEMA maps, as-built plans, previous planning documents, and other current and historical information available that is pertinent to project design, permitting, and environmental clearance. After site data has been collected, Dudek's team of experts will provide assessments to develop a thorough understanding of the site's opportunities and constraints.

Task 1.1 Kickoff Meeting and Site Visit

Dudek will organize an in-person kickoff meeting to introduce the project team, visit the site, and discuss the project goals and objectives. During the kickoff meeting, we will make initial site observations and confirm project-specific goals and objectives, as well as our understanding of the needed scope of work, budget, and schedule. Following the site visit, Dudek will develop program notes that summarize our understanding of the desired site design components (amenities and habitat) and confirm needed steps and milestones. This document will also describe Dudek's preliminary understanding of existing conditions and identify initial opportunities and constraints.

Deliverables:

- Program notes summarizing initial site observation, project goals, objectives, design components, steps, and milestones (PDF and Microsoft Word formats)

Assumptions:

- The site visit will be 4 hours or less in duration.
- Up to three Dudek staff will attend the kickoff meeting and site visit.
- Additional site visits will be required to conduct the site assessment tasks listed below.

Task 1.2 Research and Mapping

The Dudek team will research existing data and publications pertinent to the project design, permitting, and environmental compliance. The Dudek team will review literature, related permitting, and planning documents as well as existing GIS/CAD data to develop a thorough understanding of the site. This information and data will be organized to efficiently inform later site assessments and design tasks.

Deliverables:

- As-needed CAD/GIS data and research documents

Assumptions:

- The City will provide existing data and documents available for the site, including, but not limited to, the City base map, site surveys, right-of-way maps, FEMA maps, as-built plans, and other relevant planning documents and data.
- The City will provide topographic and site surveys stamped by a profession land surveyor that meet the base map requirements needed to create final engineering plans. Optional Task 1.3, Site Survey and Digital Surface Creation, may be required if existing survey information is not sufficient to support final engineering plans.

- The City will provide a tree survey for the site that is prepared by a professional arborist and meets the needs of permitting agencies. Optional Task 1.4.5, Arborist Survey, may be required if existing survey information is not sufficient to support project permitting.

~~Optional Task 1.3 Site Survey and Digital Surface Creation~~ **NOT INCLUDED IN SCOPE OF WORK**

If existing survey and base data are not sufficient to support the creation of final engineering plans, Dudek will perform a topographic survey utilizing conventional methods, including GPS, GNSS, and total station equipment along the approximately 1,000 linear foot project area. The topographic survey will include cross-sections approximately every 50 feet within the project area and will include site infrastructure, including the type and dimensions of any bridges and culverts.

A private utility locate will be performed that will include markings of any located utilities prior to beginning the topographic survey. These markings and surface utilities will be collected as part of the topographic survey.

Deliverables:

- ~~Topographic Survey (PDF)~~
- ~~Signed and stamped by a California Professional Licensed Surveyor~~
- ~~1-foot and 5-foot minor and major contours with labels~~
 - ~~— 50-foot cross-sections~~
 - ~~— Site infrastructure~~
 - ~~— Type/dimensions of any bridges/culverts~~
- ~~Surface (LandXML)~~

Assumptions:

- ~~Dudek will not perform a boundary survey. The City will provide boundary information that will be incorporated into the survey.~~
- ~~All electronic files shall be in the State Plane Coordinate System unless otherwise specified to be on a Municipal Control Scheme. The State Plane Coordinate System will be based on the North American Vertical Datum of 1988 (NAVD88) and the North American Datum of 1983 (NAD83).~~
- ~~Dudek will perform a private utility locate for all detectable utilities in the project area. Dudek will attempt to trace any utilities for which surface features are visible within the work area. The utility locate service will be performed utilizing a combination of underground scanning GPR antenna, electromagnetic pipe locator, and traceable rod. Utilities will be marked on the surface using spray paint, flags, or other appropriate means. Dudek will survey any marked-out utilities and will collect invert depths of storm and sanitary sewer infrastructure where appropriate with the project area. Pipe size, material, and direction of flow will be noted if observable.~~

Task 1.4 Comprehensive Site Assessment

Dudek's team of experts will perform the detailed site assessments listed in the subtasks below following the site visit, research, and review of existing data. Dudek will tailor site assessments to collect and analyze essential data needed to create informed restoration designs and defensible engineering plans, and to fulfill requirements for permitting and environmental compliance documents. ~~Dudek will summarize key findings from site assessment reports in an Opportunities and Constraints Memo.~~

Task 1.4.1 Geomorphic and Hydrologic Assessment Report **REDUCED LEVEL OF EFFORT**

Dudek will prepare a **qualitative** Geomorphic and Hydrologic Assessment Report to identify restoration design metrics for **engineering designing** a naturalistic stream design. Through historic, geomorphic, and hydrologic analysis, Dudek's geomorphologists will estimate self-sustaining channel morphology metrics (channel width,

depth, and pattern) that would function naturally, be consistent with base and flood flows, and sustain native riparian vegetation and habitats.

Dudek personnel will conduct a **qualitative** site and watershed reconnaissance survey to collect field data related to hydrologic and geomorphic conditions and processes. Sites of interest will be documented by location, and in photographs, sketches, and field notes. The fieldwork will help define the unique watershed area and runoff characteristics of Magenta Drain. ~~A flood frequency analysis will be developed for use in geomorphic and channel design. The hydrologic data, analysis, and methods will be compiled for use in the Assessment Report.~~

Dudek will evaluate field data and hydrologic and hydraulic data to refine estimates of channel morphology that can be applied to design. The geomorphology team will interact with the biology team for plant palette input and the **engineering design** team to ~~hydraulically test and~~ refine the stream restoration design metrics. This will include an examination of opportunities to transform the existing channel vegetation cover with a diverse native species, widen the stream corridor, and perhaps create floodplain benches. These options will be compared with existing conditions. The geomorphology team will also address channel stability issues and, if needed, identify treatments that function well as ecological elements.

Finally, Dudek's geomorphologists and landscape architects will examine incorporation of naturalistic features and recreational opportunities, such as rock and boulder placements, that can act as recreational features (e.g. provide access to the streambed from the channel bank). **STREAM ACCESS FEATURES WILL NOT PLACE FILL BELOW THE OHWM.**

Deliverables:

- Draft and Final Geomorphic and Hydrologic Report (PDF and Microsoft Word formats)

Assumptions:

- California State Parks will provide flow data from the Magenta Drain remediation project to represent baseflow.
- The City of Grass Valley will provide available as-built record drawings, GIS files, and hydrologic assessment for tributary and immediately downstream infrastructure (storm drain, open channels, etc.)
- Flood flow design peak flow rate selections will be provided by the City and based on previous design hydrologic assessments used for the existing upstream and downstream infrastructure.

Task 1.4.2 Biological Resources Assessment

Dudek will complete a biological resources assessment to support permitting (refer to Task 5.1). The assessment will include the results of a desktop evaluation and field survey, both of which are described below.

Dudek will conduct a desktop evaluation of the project site. The evaluation will include queries of available databases, background information for information on soils, aerial photographs, topographic maps, and other natural resource documentation and available data for the project site. Dudek staff will conduct a query of the California Natural Diversity Database, USFWS IPaC Trust Resources database, the California Native Plant Society Inventory of Rare and Endangered Plants, and research grade/verifiable iNaturalist records to identify any occurrences of listed or special-status species and rare and endangered plants found within a 5-mile radius of the site. The results of the database queries will be included as part of permit submittals.

This task comprises a reconnaissance-level biological resources survey to document biological resources in the project area. For the purposes of this scope, the survey area for the field investigation will include the approximately 800-foot-long stretch of Magenta Drain as shown on Attachment B of the RFP and an appropriate

survey buffer depending on access and visual survey restrictions. During this field survey, the biologist will compile a general inventory of plant and animal species detected by sight, calls, tracks, scat, or other signs. Vegetation communities and other biological resources, including any habitat that could potentially support special-status species or sensitive biological communities, will also be recorded.

The results of the biological resources assessment will be incorporated into the submittals under Tasks 5.1.2 and 5.1.3, which will include a discussion of survey methods, an assessment of existing vegetation communities, sensitive biological resources, potential jurisdictional waters, and special-status species present or likely to occur, and recommended mitigation measures for such resources. Figures will be prepared to illustrate the location of the site, the existing biological conditions, and any sensitive biological resources. Proposed avoidance, minimization, and mitigation measures for potential impacts to sensitive resources will be discussed in terms of regional planning, state, and federal laws and guidelines.

Deliverables:

- Boundaries/locations of delineated sensitive resources in GIS format

Assumptions:

- The fieldwork for this assessment will be conducted by the same biologist on the same day as the kickoff site visit under Task 1.1.
- Findings will be incorporated directly into permitting documents.

Optional Task 1.4.3. Aquatic Resources Delineation Report **NOT INCLUDED IN SCOPE OF WORK**

If the City does not have a current Aquatic Resources Delineation Report for the site, a Dudek aquatic resources specialist will conduct a formal delineation of federal and state aquatic resources on the project site in accordance with the following agencies and regulations: the USACE, pursuant to Section 404 of the federal CWA; the RWQCB, pursuant to Section 401 of the federal CWA and the Porter Cologne Act; and CDFW, pursuant to Section 1602. The purpose of this task is to collect field data that will be incorporated into the USACE, RWQCB, and CDFW applications described under Task 5.1 below.

Jurisdictional waters of the United States, including wetlands, will be delineated according to the USACE 1987 Wetlands Delineation Manual (TR Y-81-1) and current published USACE guidance at the time of the delineation report. Non wetland waters will be mapped at the ordinary high water mark (OHWM) based on the procedures defined in USACE's 2008 A Field Guide to Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States.

Waters of the state will be mapped in accordance with the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Procedures) adopted on April 2, 2019, and revised on April 6, 2021. Areas under the jurisdiction of the RWQCB generally coincide with waters of the United States; however, isolated waters may be under the jurisdiction of the RWQCB as waters of the state as provided by the state Porter Cologne Act. Additionally, riparian habitat associated with stream channels may be subject to CDFW jurisdiction under Section 1602 of the CDFW.

Vegetation, hydrology, and soils will be examined at each aquatic feature potentially under federal/state jurisdiction. If needed, wetland sampling points will be conducted to determine the extent of the jurisdictional areas. Where the extent of these jurisdictional areas is questionable or unclear, additional data stations will be completed. The 2022 USACE National Wetland Plant List will be used to determine the indicator status of plant species. Drift lines and drainage patterns will be noted, where present. Munsell soil color charts will be used to determine soil chroma and value. Soil pits will be dug to depths ranging from 10 to 16 inches. Excavated soils will

be examined for evidence of hydric conditions. Data stations will be documented using wetland sampling forms, which will be scanned and appended to the associated report.

Once the data collection at various sampling stations has been completed, the boundaries of the jurisdictional features will be delineated in the field using a field mapping application (i.e., ArcGIS Field Maps on a digital tablet) with sub-meter accuracy. All delineated features will be depicted on figures that meet reporting requirements for the respective agency (e.g., USACE Map and Drawing Standards for the South Pacific Division Reporting Program). To support the regulatory agencies (USACE, RWQCB, and CDFW) in concurring with the delineation for the site, Dudek will prepare an Aquatic Resources Delineation Report for submittal with permit applications.

Deliverables:

- Boundaries of delineated aquatic resources in GIS format
- Draft and Final Aquatic Resources Delineation Report (PDF and Microsoft Word formats)
- Request for a preliminary jurisdictional determination from USACE

Assumptions:

- The fieldwork for the aquatic resources delineation will be conducted by one biologist concurrently with the kickoff site visit under Task 1.1.

Task 1.4.4 Opportunities and Constraints Memo **NOT INCLUDED IN SCOPE OF WORK**

The Dudek team will summarize key findings from the site assessments described above to identify opportunities and constraints and understand how the project can achieve its goals. Opportunities and constraints will be evaluated against the project's program requirements and goals and objectives identified in Task 1.1. This document will be written to be understood by a broad audience and will be used to guide outreach and preliminary design.

Deliverables:

- Opportunities and Constraints Memo (PDF and Microsoft Word formats)

Assumptions:

- Opportunities and constraints will be developed from geomorphic, hydrologic, and biological site assessments. Archeological and historic resources will not be assessed within this scope of work, but can be provided through a contract addendum if needed for permitting and environmental compliance.
- Only a preliminary, qualitative assessment of existing bridges and culverts will be included. A structural and hydraulic engineering analysis to determine safety and longevity is not included in this scope of work.

Optional Task 1.4.5 Arborist Survey **NOT INCLUDED IN SCOPE OF WORK**

A Dudek International Society of Arboriculture (ISA) Certified Arborist will conduct an evaluation of the site, document location, size (DBH, height, canopy width), species, and condition information for trees that occur within and adjacent to the proposed project area. Trees to be included in the survey are those regulated under the City's Tree Preservation and Protection Ordinance (Chapter 12.36). Trees will be tagged with an aluminum tree tag bearing a unique tree identification number and Dudek's survey team will map their locations, documenting the tree identification number. Representative site photographs will also be taken. Following field evaluations and tree location mapping, we will process all raw mapping data and export the results into GIS and CAD formats for use in tree impact evaluations and report preparation.

Dudek will prepare an arborist report summarizing our methods and observations, providing a discussion of the site and its trees, discussing expected tree impacts from proposed site development, and containing a tree information matrix outlining individual tree attributes and impact status. The arborist report will also address tree preservation and maintenance guidelines for trees that are to be protected on-site and will identify mitigation requirements for trees to be removed.

Deliverables:

- ~~Tree survey data table (Excel format)~~
- ~~One draft and one final Arborist Report in PDF format, inclusive of maps and data tables (PDF and Microsoft Word formats)~~

Assumptions:

- ~~Based on an evaluation of site aerial photographs, Dudek anticipates that no more than 60 trees will be included in the field survey and that no more than 1 day of fieldwork would be required to complete this task.~~
- ~~This task includes time for pre-field preparation, coordination, and data and plan review.~~
- ~~Geolocated survey points will be collected during Optional Task 1.3.~~
- ~~The costs associated with this scope assume that impacts will be assessed based on one project alternative. This task also assumes one edit/review cycle of the arborist report.~~

Optional Task 1.4.6 Geotechnical Report NOT INCLUDED IN SCOPE OF WORK

If the City requires geotechnical evaluation for the project, Dudek's subconsultant, Blackburn Consulting, will provide a geotechnical report stamped by a professional soil engineer to support project design and permitting. Geotechnical support will include initial subsurface exploration, laboratory testing, analysis, and recommendations.

Deliverables:

- ~~Final geotechnical report (PDF and Microsoft Word format)~~

Assumptions:

- ~~No boring permit will be needed and the City will provide access to the site.~~
- ~~Subsurface exploration can be conducted during normal daytime, weekday hours (Monday-Friday, 7 a.m. to 5 p.m.).~~
- ~~Special permits (e.g., USFWS) are not required.~~
- ~~Site soil and water are not contaminated and do not require treatment or special handling and disposal.~~
- ~~Proposed improvement locations will not change substantially after Blackburn performs the supplementary subsurface explorations.~~
- ~~A site specific geological field survey is not required for the project.~~
- ~~No structural or geotechnical engineering is required for bridge or culvert design.~~

Task 2: Preliminary Design REDUCED LEVEL OF EFFORT

Dudek will develop conceptual designs by synthesizing information from the kickoff meeting, site assessments, and early engagement with project partners. The designs will identify the physical relationships of proposed site components (public access elements, habitat, and floodplain expansion) for review and discussion with the City, project partners, and presentation at the public workshop described under Task 3.1. ~~Based upon feedback,~~ a preferred design will be prepared and provided to the City for distribution to the public and project partners.

Task 2.1 Initial Project Partner Engagement Support NOT INCLUDED IN SCOPE OF WORK

We understand the importance of community engagement to help guide the project's design. The Dudek team will help the City develop a list of project partners and organize a meeting to discuss the project goals, objectives, and programming, and review opportunities and constraints for the site. Project partners may include individuals from the South Yuba River Citizens League, Wolf Creek Community Alliance, City staff, and other federal, state, and local organizations that are invested in the project. State and federal agencies involved with project permitting will be engaged under Task 5.1 for a permit-specific meeting. Dudek will host this meeting on our Zoom platform, document the outcomes of the meeting, and adjust the project's goals and objectives prior to developing conceptual designs.

Deliverables:

- ~~Meeting notes and revised project program notes with goals and objectives (PDF and Microsoft Word formats)~~

Assumptions:

- ~~Dudek will use our Zoom platform to host the meeting.~~
- ~~One 1.5 hour long virtual meeting will be held with project partners.~~
- ~~The City will identify project partners and facilitate the meeting.~~
- ~~Translation services are not included in this scope of work. These services can be provided at an added cost.~~

Task 2.2 Conceptual Design REDUCTION IN LEVEL OF EFFORT

Dudek will develop ~~two~~ **one** draft conceptual designs that identify program elements and articulate project goals and objectives. Graphically rich, annotated plans will effectively convey the design intent and be easily understood by a broad audience. Based on feedback, a final, preferred concept will be prepared. Dudek's design team will provide additional detail within the preferred alternative concept, including supporting graphics, representative cross sections, and a preliminary grading plan.

Deliverables:

- ~~Two~~ **One** draft concept plans (PDF format)
- ~~One, final, preferred alternative concept plan with supporting graphics and a preliminary grading plan (PDF format)~~

Assumptions:

- ~~Each concept will be presented on a single 22 x 34 sized sheet.~~
- ~~No hydraulic modeling will occur at the preliminary design phase.~~
- ~~Preliminary grading will only be provided for the preferred alternative concept.~~
- ~~Supporting graphics will include example photos and either a illustrative cross section or perspective drawing.~~
- ~~Following approval of the concept design, there will be no significant design changes.~~

Task 3: Outreach and Coordination

At Dudek, we emphasize the importance of public outreach and engagement to foster community involvement and support. We will help facilitate ~~one~~ in person public workshop, providing an opportunity for residents to learn about the project, share their insights, and ask questions. Additionally, we will continue engaging with project partners by conducting ~~two~~ virtual project update meetings to keep the project partners informed and gather ongoing feedback. This approach ensures that community voices are heard and integrated into the design process, promoting transparency and collaboration throughout the project.

Task 3.1 Public Workshop Support **REDUCED LEVEL OF EFFORT**

Dudek's project manager will attend one public comment session as part of a regularly scheduled City Council meeting. Dudek will help the City present the preferred conceptual design using existing materials provided in other tasks.

Dudek will help the City facilitate a public workshop to inform the community about the project, build local excitement around the effort, and obtain feedback on the conceptual design. The workshop will include a brief presentation describing the project background. Following the presentation, Dudek will help facilitate breakout groups where participants will view the project concept and provide feedback. Each breakout group will be hosted by a City or Dudek staff person who is familiar with the project, can answer questions, and collect feedback. Dudek will compile the feedback received following the workshop.

Deliverables:

- ~~Sign in sheets documenting public attendance and collecting contact information (PDF format)~~
- ~~Compiled public comments (PDF and Microsoft Word formats)~~

Assumptions:

- The ~~workshop meeting~~ will be a 2-hour-long, in-person event hosted and led by the City.
- The City will provide the venue for the public workshop and facilitate the workshop.
- Dudek will provide one ~~up to two~~ staff ~~person~~ to help facilitate the ~~workshop meeting~~.
- The City will advertise the workshop using their website and marketing materials.
- The City will compile a brief presentation using the concept design and other figures developed during Tasks 1 and 2.
- The City will provide mounted posters of the conceptual design(s).
- Translation services are not included in this scope of work. These services can be provided at an added cost.

~~Task 3.2 Continued Project Partner Engagement Support~~ **NOT INCLUDED IN THIS SCOPE OF WORK**

~~Dudek will continue to help the City engage with project partners by organizing a follow-up meeting at the conclusion of the 60% design phase. Dudek will help the City facilitate that meeting with the same participants as in Task 2.1. to update project partners on the progress of the design and receive feedback. Dudek will host this meeting on our Zoom platform.~~

Deliverables:

- ~~Meeting notes and revised project program notes with goals and objectives (PDF and Microsoft Word formats)~~

Assumptions:

- ~~One 1.5 hour long virtual meeting will be held with project partners.~~
- ~~The City will identify project partners and facilitate the meeting.~~
- ~~Translation services are not included in this scope of work. These services can be provided at an added cost.~~

Task 4: Final Engineering Landscape Plans **REDUCED LEVEL OF EFFORT**

Dudek will synthesize feedback from the preliminary design phase and outreach efforts to refine the project design and translate it into a complete set of **landscape** construction documents that will be used for project bidding and construction. Dudek will streamline this process to reduce costs and provide scheduling efficiencies while ensuring quality controlled plans, special provisions, and cost estimates are produced. Dudek will

coordinate closely with the City throughout the process. **NOTE THAT DUDEK CAN SUPPORT THE CITY'S ENGINEERS WITHIN THIS SCOPE OF WORK BY PROVIDING PRELIMINARY GRADING PLANS TO BE FINALIZED BY OTHERS. PLACEMENT OF FILL BELOW THE OHWM WOULD REQUIRE A USACE 404 NATIONWIDE PERMIT AND A RWQCB 401 SHRP CERTIFICATION, WHICH HAVE BEEN REMOVED FROM THIS SCOPE OF WORK.**

Task 4.1 Hydraulic Modeling NOT INCLUDED IN THIS SCOPE OF WORK

IF CHANNEL GRADING IS REQUIRED FOR THE PROJECT HYDRAULIC MODELING MAY BE NEEDED.

Dudek will perform hydraulic modeling that is consistent with the City's standards to inform the design and for use in permitting and environmental compliance (if required). Initial modeling will evaluate the baseline hydraulic conditions and assess impacts of the proposed grading created during preliminary design and the results of Task 1.4.1. Model outputs will be used to refine the desired channel morphology, understand changes to flood capacity, size stream bed material, design in-stream structures, and meet permitting requirements and environmental compliance requirements. The model will be updated at the 60% design phase to confirm design decisions and meet permitting requirements.

Dudek will model the existing and proposed conditions using USACE HEC RAS computational software. Existing conditions will reference survey data obtained in Task 1. Upstream boundary conditions (flow inputs) will use design flow rates determined in Task 1.4.1. We anticipate a one dimensional (1D) HEC RAS model. The analysis area will extend sufficiently upstream and downstream such that boundary conditions do not impact the analyses, and project impacts can be adequately assessed. Sensitivity analysis during model development will assist in selecting model extents. The 1D model cross sections would be placed at appropriate lengths to capture geometry changes.

Dudek will summarize its assumptions, analysis methodology, and findings in a technical memorandum to serve as a basis of design.

Deliverables:

- Hydraulic modeling technical memorandum (PDF and Microsoft Word formats)

Assumptions:

- The hydraulic model will conform to the City's standards.
- Two model runs will be completed during the conceptual design and 60% design phases.
- The City will provide as-built record drawings of hydraulic structures within the project footprint (culverts, storm drain, pedestrian bridges, etc.)
- The hydraulic modeling technical memorandum will serve as a basis of design.
- The site is within a Zone X, Non-Special Flood Hazard Area, 500-year floodplain. Therefore, no FEMA or floodplain-related coordination or permitting will be required.

Task 4.2 60% Construction Documents REDUCED LEVEL OF EFFORT

Dudek will perform detailed design at the 60% design phase to develop solutions and identify specific materials and construction techniques to fit each design component to site-specific conditions. The detailed design efforts will build from the preferred conceptual plan and will include all essential plan components and essential details to fully define project construction and impacts. An initial cost estimate will be developed to provide a rough order of magnitude cost for project construction and an outline of the special provision sections will be included in the submittal. The 60% plans will be submitted to the City for distribution, review, and comment. Dudek will use the 60% plans for permit applications.

Deliverables:

- 60% construction documents (PDF and .dwg formats), including:
 - Cover sheet with location map, table of contents, and acronyms (1 sheet)
 - General notes (1 sheet)
 - Key map/ survey (1 sheet)
 - Site preparation (including a demolition) and temporary erosion control plan (3 sheets)
 - Preliminary Ggrading/layout plans, profiles, and notes (2 sheets)
 - Preliminary Gehannel cross sections (2 sheets)
 - Planting plan, plant lists, and notes (4 sheets)
 - Temporary irrigation plan, notes, and legend (4 sheets)
 - Construction details (4-6 sheets)
- 60% cost estimate (Excel format)
- Project special provisions outline (Microsoft Word format)

Assumptions:

- No channel or floodplain grading will be possible upstream of Race Street due to infrastructure constraints. The grading/plan and profile sheets will extend from Memorial Lane to Race Street for an approximate length of 700 linear feet.
- Channel sections will be cut approximately every 100 feet.
- Existing structural elements, such as culverts and pedestrian bridges, will remain in place and will not require improvements.
- Utilities will not require relocation within the project footprint.
- Interpretive panel designs and site artwork are not included within this scope of work, but can be provided at additional cost.
- Plans will use Dudek's title blocks and CAD standards.
- The City will provide a template for their special provisions as well as prior project specifications. Unless otherwise directed by the City, Dudek will use Construction Specification Institute (CSI) standards for specifications. Upfront (Division 1 and 0) specifications will be prepared by the City.
- A single round of review will be provided at the 60% design phase. The City will consolidate their comments and those of the project partners for review.

Task 4.3 100% Construction Documents **REDUCED LEVEL OF EFFORT**

Dudek will refine the construction documents based on comments received on the 60% plans to develop the 100% construction document package to communicate the level of quality required during construction. Technical specifications will be prepared using the City's special provisions format. The 100% CD package will be submitted for any final backcheck comments. An updated cost estimate will be developed to provide a more accurate cost for project construction. The final, biddable construction documents will address backcheck comments, meet local, state, and federal regulations, and be signed/stamped by a California-licensed engineer and landscape architect. **NOTE THAT DUDEK WILL ONLY PROVIDE PLANTING AND IRRIGATION PLANS STAMPED BY A LANDSCAPE ARCHITECT. IF PLAN ELEMENTS REQUIRE ENGINEERING WORK STAMPED BY A PROFESSIONAL ENGINEER, THE CITY'S ENGINEERS WILL STAMP THOSE SHEETS.**

Deliverables:

- 100% construction documents (PDF and .dwg formats), including:
 - Cover sheet with location map, table of contents, and acronyms (1 sheet)

- General notes (1 sheet)
- Key map/ survey (1 sheet)
- Site preparation (including demolition) and temporary erosion control plan (3 sheets)
- ~~— Grading/layout plans, profiles, and notes (2 sheets)~~
- ~~— Channel cross sections (2 sheets)~~
- Planting plan, plant lists, and notes (4 sheets)
- Temporary irrigation plan, notes, and legend (4 sheets)
- Construction details (8–10 sheets)
- 100% cost estimate (Excel format)
- Project special provisions (Microsoft Word format)

Assumptions:

- No channel or floodplain grading will be possible upstream of Race Street due to infrastructure constraints. The grading/plan and profile sheets will extend from Memorial Lane to Race Street for an approximate length of 700 linear feet.
- ~~▪ Channel sections will be cut approximately every 100 feet.~~
- Existing structural elements, such as culverts and pedestrian bridges, will remain in place and will not require improvements.
- No additional structural elements, including culverts, bridges, overlooks, or boardwalks, will be included in the designs.
- Interpretive panel designs and site artwork are not included within this scope of work, but can be provided at additional cost.
- Utilities will not require relocation within the project footprint.
- Plans will use Dudek’s title blocks and CAD standards.
- The City will provide a template for their special provisions as well as prior project specifications. Unless otherwise directed by the City, Dudek will use CSI standards for specifications. Upfront (Division 1 and 0) specifications will be prepared by the City.
- A single round of backcheck comments will be provided at the 100% design phase. The City will consolidate their comments and those of the project partners for review.
- The City will authorize a grading permit for the project using the 100% plans. Additional plans will not be developed for the grading permit.
- **Dudek will only provide stamped construction document sheets, costs estimates, and special provisions for planting, irrigation, and public access features.**
- **Designs will not require placing fill below the OHWM.**

Task 5: Permitting and Environmental Clearance **REDUCED LEVEL OF EFFORT**

Task 5.1 Project Permitting **REDUCED LEVEL OF EFFORT**

Dudek will support the regulatory permitting efforts for the project. We will work closely with the City to respond to agency requests for additional information and to confirm that agency staff are reviewing applications within the mandated time frames. The below tasks include time for the following: (1) as-needed technical guidance to the project team regarding permitting requirements; (2) responding to as-needed requests for information from the regulatory agencies; (3) participation in conference calls/meetings; and (4) follow-up coordination with the agencies to facilitate processing of the applications/permits. The cost estimate for Task 5.1 assumes that all meetings will be done virtually and no site visit with the regulatory agencies will be necessary.

5.1.1 USACE 404 Nationwide Permit **NOT INCLUDED IN THIS SCOPE OF WORK**

NOTE THAT IF PLANS INCLUDE THE PLACEMENT OF FILL BELOW THE OHWM A USACE 404 NATIONWIDE PERMIT IS REQUIRED.

Dudek will prepare a Preconstruction Notification (PCN) package for the Sacramento District of USACE requesting project authorization under Nationwide Permit (NWP) 27—Aquatic Habitat Restoration, Enhancement, and Establishment Activities, pursuant to CWA Section 404. The PCN will contain necessary project information, including the following items:-

- A completed Nationwide Permit Pre-Construction Notification form-
- A detailed project description-
- A description and quantification of project impacts (area and linear feet of impacts) to aquatic resources
- An aquatic resources delineation report and request for a preliminary jurisdictional determination
- Project maps and drawings of the impact areas prepared in accordance with the current map and drawing standards issued by the USACE South Pacific Division
- Copies of the grading plans-
- Approvals and certifications being obtained from other federal, state, and local agencies
- A discussion of avoidance and minimization measures
- A copy of the cultural resources report and Section 106 documentation (from USACE Section 106 consultation)

Deliverables:

- Draft version of the Nationwide Permit PCN package (PDF and Microsoft Word formats)-
- Compiled final PDF version of the PCN package (PDF format)-
- Meeting materials and summary notes as needed
- Draft responses to agency comments and requests for information

Assumptions:

- We assume that the USACE will take jurisdiction over Magenta Drain in the project area, which flows through an underground pipe and into Wolf Creek (tributary to Bear River).
- We assume that Section 106 consultation will be required for historical resources. If required, cultural resources will be evaluated under Optional Task 5.2.3.
- The City will review the application once and provide one round of comments.
- This cost estimate assumes a need to respond to up to one round of USACE comments only.
- We have assumed up to 8 hours to coordinate with USACE. Should additional time be required, a contract augment will be provided to the City.
- We assume that the project will not result in a loss of aquatic resources acreage or linear feet and will therefore not require a compensatory mitigation plan for aquatic resources. In the event that a mitigation plan is required, we would anticipate an additional level of effort, and an amended scope of work and cost estimate can be provided.
- We assume that the project would not trigger the need for an Incidental Take Permit/Biological Opinion from USFWS pursuant to the federal Endangered Species Act.

NOTE THAT IF PLANS INCLUDE THE PLACEMENT OF FILL BELOW THE OHWM A RWQCB 401 SHRP CERTIFICATION IS REQUIRED.

The project is expected to qualify for the State Water Resources Control Board's Statewide Order for Small Habitat Restoration Projects (SHRP), a simple and expedited certification process for restoration projects less than 5 acres in size that are eligible for a CEQA categorical exemption (CCR title 14, section 15333). Therefore, Dudek will prepare a Notice of Intent (NOI) for coverage under this order, pursuant to Section 401 of the CWA.

As part of the application process, it is highly recommended to request a pre-application meeting with the Central Valley RWQCB. Therefore, Dudek will facilitate a pre-filing meeting with the RWQCB and review the following information during the meeting: (1) overview of the project and project purpose and need; (2) jurisdictional delineation information and hydrologic regime of the on-site resources; (3) impacts to aquatic resources; (4) avoidance and minimization measures, if known; and (5) contents of the NOI application, if requested. After at least 30 days have passed since the pre-filing meeting request date, Dudek will submit the NOI to the RWQCB for coverage under the SHRP Order. The NOI typically includes the following information:-

- A completed Attachment B—Notice of Intent form
- A detailed project description
- A description and quantification of project impacts (area and linear feet) to aquatic resources
- An aquatic resources delineation report
- Results of the biological resources assessment
- Project maps and drawings of the impact area(s)
- Cross section and plan view sections of proposed impacts to waters of the United States and state
- A copy of the construction plans
- A discussion of the approvals currently being obtained from other federal, state, and local agencies
- A discussion of avoidance and minimization measures
- Completed CEQA documentation (NOE)

The RWQCB is anticipated to issue a Notice of Applicability (NOA) to authorize project activities under the SHRP Order. If no NOA is issued within 30 days of receiving the NOI, the applicant may proceed with the discharge.

Deliverables:

- Draft version of the NOI application (PDF and Microsoft Word formats)
- Compiled final PDF version of the NOI application (PDF format)
- Meeting materials and summary notes as needed
- Draft responses to agency comments and requests for information

Assumptions:

- The City will review the application once and provide one round of comments.
- This cost estimate assumes a need to respond to up to one round of RWQCB comments only.
- We have assumed up to 8 hours to coordinate with the RWQCB. Should additional time be required, a contract augment will be provided to the City.
- We assume that the project will not result in a loss of aquatic resources acreage or linear feet and will therefore not require a compensatory mitigation plan for aquatic resources. In the event that a

~~mitigation plan is required, we would anticipate an additional level of effort, and an amended scope of work and cost estimate can be provided.~~

- ~~▪ We assume that the project will be authorized under the SHRP Order.~~
- ~~▪ The City will be responsible for the required application filing/processing fee.~~
- ~~▪ If required, a SWPPP will be prepared by the construction contractor.~~

5.1.3 CDFW 1653 Habit Restoration and Enhancement Act Approval

A single approval from CDFW pursuant to the Habitat Restoration and Enhancement Act (HREA) in lieu of a Section 1600 Lake and Streambed Alteration Agreement is expected to be the most expedited and cost-effective permitting pathway for the project. Therefore, Dudek will complete a Section 1653 Checklist and submit through CDFW's Environmental Permit Information Management System (EPIMS) online document repository. This very brief checklist option is available for projects that have received coverage under the SHRP Order. As such, the checklist will be submitted after the NOA is received from the RWQCB. The following items are typically included with the checklist, much of which will be completed during preparation of the NOI under Task 5.1.2:

- Applicant information
- Contact information
- Property owners
- Fees (to be provided by City)
- Results of biological field surveys
- Measures to protect fish, wildlife, and plant resources
- NOI application/submittal, NOA, and monitoring plan
- Completed CEQA documentation (NOE)

Since eligibility is assumed through the SHRP Certification process (see Task 5.1.2), CDFW must respond to a 1653 request within 30 days. To ensure approval within the 30-day period, this task includes up to 1 hour for the Dudek biologist/permitting specialist to facilitate a pre-submittal meeting with CDFW to review the draft checklist submittal for completeness; the meeting would be virtual and not involve any site visits.

Deliverables:

- Draft version of the HREA Request (PDF and Microsoft Word formats)
- Compiled final version of the HREA Request (via EPIMS)
- Meeting materials and summary notes as needed
- Draft responses to agency comments and requests for information

Assumptions:

- The City will review the application once and provide one round of comments.
- We have assumed up to 6 hours to coordinate with CDFW. Should additional time be required, a contract augment will be provided to the City.
- The City will be responsible for the required application filing/processing fee.
- We assume that the project will be eligible for coverage under the HREA.
- We assume that the project would not trigger the need for an Incidental Take Permit from CDFW or USFWS pursuant to the federal and state Endangered Species Act.
- **PLANS WILL NOT REQUIRE THE PLACEMENT OF FILL BELOW THE OHWM.**

Task 5.2 CEQA Support

5.2.1 CEQA Process Initiation and Project Description

Dudek CEQA Task Lead Manager Katherine Waugh will participate in a virtual CEQA process initiation meeting with City staff and key members of our restoration team to review the project design, project implementation activities, potential CEQA categorical and/or statutory exemptions, and our CEQA process work plan. Based on the project concept, Dudek anticipates that the project would qualify for use of the Class 33 Categorical Exemption and/or the Statutory Exemption for Restoration Projects (SERP) established under Public Resources Code Section 21080.56.

Dudek will prepare a brief project description that defines project implementation and operation, including the restoration design and expected construction and maintenance activities. The focus of the project description will be demonstrating how the project meets the criteria for the categorical and/or statutory exemptions expected to be applicable to the project.

Task 5.2.2 NOE Support

Dudek will support City staff in preparing an NOE that demonstrates how the project meets the standards for the applicable categorical and/or statutory exemption(s) and that none of the exceptions that preclude reliance on a categorical exemption would occur. Dudek will participate in a virtual meeting with City staff to review the criteria and exceptions for each applicable categorical and/or statutory exemption, to support City staff in preparing the NOE and any accompanying documentation. If the SERP is pursued, Dudek will also provide City staff with recommendations for completing the SERP process, i.e., requesting SERP consultation, making its own independent determination that the statutory exemption applies, submitting the CDFW concurrence request, and continuing to consult with CDFW to ensure the SERP process is completed. Dudek will also provide recommendations to City staff to ensure the NOE is appropriately filed with the County Clerk and California Governor's Office of Land Use and Climate Innovation.

Optional Task 5.2.3 Cultural Resources Evaluation **NOT INCLUDED IN THIS SCOPE OF WORK**

NOTE THAT CEQA CATEGORICAL EXEMPTIONS REQUIRE THAT THE CITY DEMONSTRATE THAT NO HISTORIC RESOURCES ARE ADVERSELY IMPACTED BY THE PROJECT. NOTE THAT IF PERMITTING THROUGH THE USACE IS REQUIRED FOR THE PROJECT THEN SECTION 106 OF THE NHPA AND NEPA WOULD BE REQUIRED.

~~One of the exceptions to the use of a categorical exemption is that the project must not result in an adverse impact to a historical resource. If the Class 33 Exemption is pursued, Dudek recommends that the segment of the Magenta Drain that would be affected by this project be evaluated for potential historic significance and whether the proposed restoration design could adversely affect such significance. In addition, if the project requires permitting through USACE, regulatory compliance with Section 106 of the NHPA and NEPA would be required.~~

Archaeological Resource Inventory

~~Dudek will conduct a records search for the full project boundary and a half-mile radius at the North Central Information Center (NCIC) to obtain information on previously recorded cultural resources and investigations. We anticipate direct costs for the records search to be no more than \$1,500. It is anticipated that this search may require up to 6-8 weeks to return results.~~

~~We will also initiate correspondence with the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File for any known Native American resources identified within the project site. As part of the~~

results of this search, the NAHC will provide a Contact List of tribal individuals and organizations that may have additional information concerning resources in the vicinity. Dudek assumes that Native American coordination and/or consultation pursuant to Assembly Bill (AB) 52 will be completed by the City.

Following archival research, Dudek will complete an intensive pedestrian survey of the project site. This is anticipated to take 2 archaeologists a single 8-hour day of fieldwork, including travel from Sacramento. It is assumed that the project survey area will not exceed 1.5 acres and that access will be arranged by the City prior to survey. For the purposes of this scope, Dudek assumes that no more than two new or previously recorded archaeological resources of low to moderate complexity will be identified. These resources will be recorded and documented to survey level standards. We assume that if any tribes request for a Native American monitor to be present during our field survey, any associated costs will be the responsibility of the City. It is our understanding that the City will be responsible for all communication and consultation with Native American tribes pursuant to the requirements of AB 52.

Built Environment Evaluation

Dudek built environment cultural resources staff will review the California Historical Resources Information System (CHRIS) records search that will be completed at the NCIC as part of the Archaeological Resource Inventory task. The purpose of the records search is to identify any previously recorded historic built environment resources that may be located within the study area. As part of this task, Dudek will conduct background research to develop an appropriate historic context to evaluate the significance of historic resources identified within the study area. Dudek assumes that the City will share information about the history of the park and the built resources within it. Dudek will also coordinate with local historical societies, advocacy groups/interested parties who may have information on the historic resources within the study area. This coordination will include limited outreach via emails and phone calls concerning resources in the area. No follow up phone calls or in-person meetings are included in this task.

Upon completion of the records search review, Dudek will delineate an area of potential effects (APE) map in accordance with Section 106 regulations and USACE federal permitting requirements. The map will consider project related potential direct and indirect effects on any historic properties within the APE. Dudek will prepare up to three versions of the APE map for review and approval by the USACE. Following approval of the APE map, Dudek qualified staff will conduct an intensive level field survey to record historic era, built resources (45 years of age or older) in the APE. Dudek assumes the following resources and parcels (APNs) will be included in the APE:

- Memorial Park (resource group or potential historic district in southwest corner of park). APNs 009 280 011 (441 Central Avenue), 009 300 001 (350 Race Street), 008 520 002 (441 Memorial Lane), 009 300 002 (355 Race Street).
 - Memorial Drain (potential contributing element) (APNs 009 280 011, 009 300 001, 009 300 003, 009 610 038)
 - Stone bridge (potential contributing element)
 - Grass Valley Scout Lodge
 - Trees and landscaping (potential contributing elements)
 - Tennis courts on south side of Race Street (009 300 002; 355 Race Street); built prior to 1947.
- 009 340 004 (607 State Highway 174). Residence. Year built 1935.
- 009 300 005 (327 Race Street). Residence. Year built 1940.
- Aerial transmission lines and utility poles transecting the APE
- Race Street roadway and culverts over the Magenta Drain

- Memorial Lane (crosses over the Magenta Drain)
- Ophir Street (SR 174)

Dudek assumes that there are 11 resources that will require inventory and evaluation on DPR 523 forms. The field survey will be conducted by 2 qualified cultural resources specialists working no more than 1 field day. Hours under this task include survey coordination, travel time, and photo processing. The built environment intensive survey will entail taking detailed notes and photographs. We assume that the resources can be documented from the public right of way.

Optional Properties

The following properties listed in this section are considered optional for this scope. Should USACE request that any of these properties be included in the APE for consideration of project related proximity impacts, Dudek will request a budget augment to inventory and evaluate these additional properties under NRHP, CRHR, and local criteria:

- 008-520-003 (300 Race Street). Residence. Year built 1918.
- 008-520-004 (435 Henderson Street). Residence. Year built 1978.
- 008-520-005 (433 Henderson Street). Residence. Year built 1900.
- 008-520-001 (429 Henderson Street). Residence. Year built 1900.
- 009-300-006 (323 Race Street). Residence. Year built 1950.
- 009-300-004 (329 Race Street). Need to include in APE and confirm if any resources on parcel.
- 009-340-016 (333 Race Street). Residence. Year built 1935.
- 009-340-017 (333 1/2 Race Street). Residence. Year built 1962.
- 009-340-018 (N/A). Need to include in APE and confirm if any resources on parcel.

Cultural Resources Inventory and Evaluation Report

Dudek will prepare a Cultural Resources Inventory and Evaluation Report that will summarize the results of the survey, research, and property significance evaluations for both archaeology and built environment using the USACE Section 106 report template. Dudek assumes that the cultural resources technical report prepared for the USACE will be sufficient to support the findings in the CEQA document. The report will include a project description, regulatory framework, all sources consulted, research and field methodology, and recommendations for appropriate management. Dudek assumes that the client will provide a description of the project prior to the commencement of this task. We assume no more than two drafts and one final version of the report will be required. A schedule for project deliverables will be determined upon notice to proceed. Should any additional resources be identified as a result of the survey, requiring recordation and evaluation, a budget augment may be required to address the resources.

Should the technical report find that there are historic properties in the APE, Dudek can prepare a Section 106 Finding of Effect report in accordance with 36 CFR § 800.5(a). A revised scope of work and budget augment will be submitted at that time.

Deliverables:

- Draft and final CEQA project description
- Virtual meeting participation and email communications regarding exemption criteria and procedures

- ~~Optional draft and final Cultural Resources Inventory and Evaluation Report~~

Assumptions:

- ~~The project would meet all the requirements of the Class 33 Categorical Exemption and/or the SERP established under Public Resources Code Section 21080.56.~~
- ~~No residual hazardous materials are present within the project site that would be disturbed or require removal.~~
- ~~No adverse effects to historic resources would result from project implementation.~~
- ~~If the project relies on the SERP, the City will be responsible for completing the SERP process with CDFW.~~
- ~~The City will share information about the history of the park and the built resources within it. Native American coordination and/or consultation pursuant to Assembly Bill (AB) 52 will be completed by the City.~~
- ~~CEQA filing fees will be paid by the City.~~

Cost Proposal

EXHIBIT B

The following table presents our revised proposed project costs, including direct and indirect costs. A more detailed cost proposal with staff rates and hours will be provided upon request.

Table 4. Cost Proposal Summary

Base Services		TOTAL FEE
Task 1	Data Collection, Survey, and Mapping	
1.1	Kickoff Meeting and Site Visit (Reduced)	\$4,564.00
1.2	Research and Mapping (Reduced)	\$4,260.00
1.4	Comprehensive Site Assessment	
1.4.1	Geomorphic and Hydrologic Assessment Report (Reduced)	\$9,260.30
1.4.2	Biological Resources Assessment	\$3,660.00
1.4.4	Opportunities and Constraints Memo	
Subtotal Task 1		\$21,744.30
Task 2	Preliminary Design	
2.1	Initial Project Partner Engagement Support	
2.2	Conceptual Design (Reduced)	\$12,920.00
Subtotal Task 2		\$12,920.00
Task 3	Outreach and Coordination	
3.1	Public Workshop Meeting Support (Reduced)	\$2,174.00
3.2	Continued Project Partner Engagement Support	
Subtotal Task 3		\$2,174.00
Task 4	Final Engineering Landscape Plans	
4.1	Hydraulic Modeling	
4.2	60% Construction Documents (Reduced)	\$38,580.00
4.3	100% Construction Documents (Reduced)	\$30,480.00
Subtotal Task 4		\$69,060.00
Task 5	Permitting and Environmental Clearance	
5.1	Project Permitting	
5.1.1	Corps 404 Nationwide Permit	
5.1.2	RWQCB SHRP Certification	
5.1.3	CDFW 1653 HREA Approval (Reduced)	\$7,380.00
5.2	CEQA Support	
5.2.1	CEQA Process Initiation and Project Description	\$3,100.00
5.2.2	NOE Support	\$3,330.00
Subtotal Task 5		\$13,810.00
Base Services Total		\$119,708.30
Optional Services		
Task 1.3	Site Survey and Digital Surface Creation (Optional Task)	\$17,795.06
Task 1.4.3	Aquatic Resources Delineation Report (Optional Task)	\$8,145.00
Task 1.4.5	Arborist Survey (Optional Task)	\$6,205.96
Task 1.4.6	Geotechnical Report (Optional Task)	\$13,300.00
Task 5.2.3	Cultural Resources Evaluation (Optional Task)	\$52,670.90
Optional Services Total		\$98,116.92

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 after the City makes a final decision. 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 after the City makes a final decision. 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 after the City makes a final decision.

3. Before the City makes a decision as to a City proceeding, any councilmember or commissioner who received contributions of more than \$500 in 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 including by submitting written or oral comment 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 you or your agent made a campaign contribution of more than \$500 to a councilmember or commissioner in the past 12 months, all contributions by you or your agent in 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(s):

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember(s) or commissioner(s) to whom contribution(s) was(were) 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: _____