

### THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 17<sup>th</sup> day of June 2025 and amends that certain Second Amendment to Agreement for Consultant Services dated December 3, 2024, made by and between the Town of Los Gatos, ("Town,") and Nichols Consulting Engineers ("Consultant"), identified as a C Corporation and whose address is 300 E. 2nd St, Reno, NV 89501.

#### RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021, ("Agreement"), a First Amendment to Agreement for Consultant Services on August 15, 2023, a Second Amendment to Agreement for Consultant Services on December 3, 2024, copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to extend the term and to increase the compensation of the Agreement.

#### AMENDMENT

1. Section 2.2 Term and Time of Performance is amended to read as follows:

This contract shall remain in effect from May 3, 2021 and extend to December 31, 2026.

2. Section 2.6 Compensation is amended to add the following:

Compensation for Consultant's professional services shall be increased by \$68,700 for a total agreement amount not exceed **\$555,600**. Payment shall be based upon Town approval of each task based on Exhibit B.

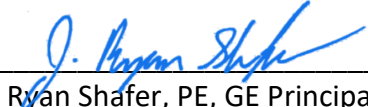
3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos:

Nichols Consulting Engineers by:

\_\_\_\_\_  
Chris Constantin, Town Manager

  
\_\_\_\_\_  
J. Ryan Shafer, PE, GE Principal

Department Approval:

\_\_\_\_\_  
Nicolle Burnham  
Director of Parks and Public Works

Approved as to Form:

Attest:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

\_\_\_\_\_  
Wendy Wood, CMC, Town Clerk

## SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 3<sup>rd</sup> day of December 2024 and amends that certain First Amendment to Agreement for Consultant Services dated August 15, 2023, made by and between the Town of Los Gatos, ("Town,") and Nichols Consulting Engineers, Chtd ("Consultant"), identified as a C Corporation and whose address is 1003 W Cutting Boulevard, Suite 110, Pt Richmond California 94804.

### RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021, (Agreement) and a First Amendment to Agreement for Consultant Services on August 15, 2023, copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to extend the term.

### AMENDMENT

1. Section 2.2 Term and Time of Performance is amended to read as follows:

This contract shall remain in effect from May 3, 2021 and extend to December 31, 2025.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos, by:

Signed by:

Chris Constantin

12/16/2024

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Chris Constantin

Town Manager

CONSULTANT, by:

Signed by:

J. Ryan Shafer

12/9/2024

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J. Ryan Shafer, PE, GE Principal

Department Approval:

Signed by:

Nicole Burnham

12/9/2024

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Nicole Burnham

Director of Parks and Public Works

Approved as to Form:

Signed by:

Gabrielle Whelan

12/11/2024

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Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

12/16/2024

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Wendy Wood, CMC, Town Clerk

## FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 15<sup>th</sup> day of August 2023 and amends that certain Agreement for Consultant Services dated May 3, 2021, made by and between the Town of Los Gatos, ("Town,") and Nichols Consulting Engineers, Chtd ("Consultant"), identified as a C Corporation and whose address is 1003 W Cutting Boulevard, Suite 110, Pt Richmond California 94804.

### RECITALS

- C. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- D. Town desires to amend the Agreement to add to the scope of services, extend the term, and increase the compensation.

### AMENDMENT

1. Section 2.1 Scope of Services is amended to read as follows:

Consultant shall provide the additional services as described in that certain proposal sent to the Town on July 3, 2023, incorporated herein as Exhibit B.

2. Section 2.2 Term and Time of Performance is amended to read as follows:

This contract shall remain in effect until December 31, 2024

3. Section 2.6 Compensation is amended to read as follows:

Increase the compensation amount by \$42,500 for a total value of \$486,900 set forth in Exhibit B.

4. All other terms and conditions of the Agreement remain in full force and effect.

EXHIBIT A

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos:

DocuSigned by:

*Laurel Prevetti*

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Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:

*Ryan Shafer*

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J. Ryan Shafer, PE, GE Principal, NCE

Department Approval:

DocuSigned by:

*Nicolle Burnham*

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Nicolle Burnham

Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

*Gabrielle Whelan*

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Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

*Wendy Wood*

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Wendy Wood, CMC, Town Clerk

## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on May 3, 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Nichols Consulting Engineers, ("Consultant"), whose address is 501 Canal Blvd., Suite I, Richmond, CA 94804. This Agreement is made with reference to the following facts.

### **I. RECITALS**

- 1.1 Town desires to engage Consultant to provide services to provide design and construction support services for Shannon Road Repair Project (CIP No. 811-0008).
- 1.2 Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

### **II. AGREEMENTS**

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to Town on April 26, 2021, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from date of execution to December 31, 2023.
- 2.3 Compliance with Laws. Consultant shall comply apply the reasonable standard of care with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

pursuant to this Agreement are confidential until released by the Town to the public, and Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$444,400**, inclusive of all costs as described in Exhibit A. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:  
Town of Los Gatos  
Attn: Accounts Payable  
P.O. Box 655  
Los Gatos, CA 95031-0655

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town



employee(s). With prior written consent, Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Litigation Support. Consultant shall receive compensation for preparing for and/ or appearing in any litigation at the request of the Town, except: (1) if such litigation costs are incurred by the Consultant in defending its work or services or those of any of its sub-consultants or (2) as may be required by the indemnification requirements of the Consultant. Compensation for litigation services requested by the Town shall be paid at a mutually agreed upon rate and/ or at a reasonable rate for such services.
- 2.12 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.13 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### **III. INSURANCE AND INDEMNIFICATION**

#### **3.1 Minimum Scope of Insurance:**

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

#### **General Liability:**

- i. Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance in respect to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Mutual Indemnification. Consultant shall indemnify and hold harmless the Town, its officers, agents, and employees from any and all claims, suits, losses, pure economic damages, costs (including reasonable attorney's fees) and demands, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a part to this Agreement between the Consultant and the Town to the extent such injury, death or damage is caused by the negligence or willful misconduct of the Consultant or their respective employees, officers and agents.

Consultant agrees to the full extent permitted by law, to indemnify, defend, and hold harmless the Town, its officers, directors, and employees from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

3.5 Mutual Indemnification. Town shall indemnify and hold harmless the Consultant, its officers, agents, and employees from any and all claims, suits, losses, pure economic damages, costs (including reasonable attorney's fees) and demands, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a part to this Agreement between the Consultant and the Town to the extent such injury, death or damage is caused by the negligence or willful misconduct of the Town or its Consultant or their respective employees, officers and agents.

Town agrees to the full extent permitted by law, to indemnify, defend, and hold harmless the Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines

and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

#### **IV. GENERAL TERMS**

- 5.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. Town and Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
- 4.4.1 The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Town, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the Town, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the Town for any fines assessed by the California Department of Industrial Relations against the Town for such violation, including all staff costs and attorney's fee relating to such fine.
- 4.4.9 Town shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Town may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Dispute Resolution. Town and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
- 4.8 Force Majeure. Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, health crises, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
- 4.9 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

Nichols Consulting Engineers  
501 Canal Blvd., Suite I  
Richmond, CA 94804

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.10 Certifications /Warranties. Consultant neither makes, nor offers, nor shall Consultant be liable to the Town for any express or implied warranties with respect to the performance

of Services. Estimates of cost, approvals, recommendations, opinions, and decisions by the Consultant are made on the basis of the Consultant's experience, qualifications, and professional judgment and are not guaranteed. Consultant shall not be regarded as a guarantor with respect to any work product provided to the Town.

- 4.11 Third Party Reliance Upon Reports. All Consultant work products are prepared solely for use by the Town and shall not be provided to any other person or entity without CONSULTANT's written consent. Town shall indemnify the Consultant from and against any and all claims, liability, damages, actions or proceedings brought by any person or entity claiming to rely upon information or opinions contained in reports or other work products provided to such person or entity, published, disclosed or referred to without the Consultant's written consent.
- 4.12 Ownership and Retention of Documents. Reuse or modification of any such documents by the Town, without the Consultant's written permission, shall be at the Town's sole risk, and Town agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by the Town or by others acting through the Town.
- 4.13 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.14 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

DocuSigned by:

*Laurel Prevetti*

5/19/2021

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Laurel Prevetti, Town Manager

DocuSigned by:

*Greg Pasiano*

5/13/2021

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Recommended by:

DocuSigned by:

*Matt Morley*

5/13/2021

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Matt Morley

Director of Parks and Public Works

DocuSigned by:

*Ryan Shafer*

5/13/2021

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J. Ryan Shafer, PE, GE

Principal

Approved as to Form:

DocuSigned by:

*Robert W. Schultz*

5/18/2021

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Robert Schultz, Town Attorney

Attest:

DocuSigned by:

*Shelley Neis*

5/19/2021

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Shelley Neis, MMC, CPMC, Town Clerk





Collaboration. Commitment. Confidence.<sup>SM</sup>

April 26, 2021

Ms. Janice Chin, Assistant Engineer  
Town of Los Gatos, Parks and Public Works Department

**Proposal for On-Call Civil Engineering Services – TLG #20-811-0008 Shannon Road Repair**

Dear Ms. Chin:

**INTRODUCTION**

NCE is pleased to provide the Town of Los Gatos (Town) our proposal to provide civil engineering services for the Shannon Road Repair Project (Project). As we lead the completion of the Geotechnical Alternatives Report (GAR) for this project we appreciate the opportunity to continue our work with the Town towards completing construction documents for stabilizing the embankment and roadway.

Based on our previous work at the site, the Shannon Roadway embankment has been experiencing ongoing slope creep and movement resulting in pavement cracking and localized failures requiring ongoing maintenance by Santa Clara County (County) and now the Town. This is mainly the result of colluvial and fill soils that are susceptible to slope creep and movement from an over steepened roadway embankment in combination with original fill materials used to construct the roadway likely not be compacted, keyed, and benched properly to current standards.

Given the severity of recent cracking and how quickly cracking occurred after prior maintenance, completing construction of this roadway repair is critical to prevent additional roadway damage and additional repairs and maintenance the current two stabilization alternatives presented in our Report to the Town include a (i) MSE wall in combination with soldier pile and lagging wall and (ii) soldier pile and lagging wall. Each of them addresses the site's unique geological conditions, site access, and general site constraints.

As an unplanned project receiving resources from the Town's capital improvement program, embankment stabilization also diverts resources from projects which are already planned. Furthermore, as a central thoroughfare for motorists and bicyclists in the eastern part of the community, Shannon Road provides access to a significant portion of the Town's residents. If the ongoing instability persists, it threatens the connection of this part of the Town with the rest of the community.







NCE has hand selected the right team to assist the Town with delivering the Shannon Road Repair Project as we have direct knowledge and experience with project site; excellent working relationship with the Town backed by the repeated ability to deliver; infrastructure, roadway, and pavement engineering design expertise; and a talented multidisciplinary team with innovative ideas for solving the challenges of this site. NCE's strength on this project is a carefully integrated and coordinated team with inhouse skillsets including civil engineering and pavement design that we supplement with long-time trusted teaming partners like **Cal Engineering & Geology** (geotechnical/structural), **Fehr & Peers** (traffic control), and **Mountain Pacific Surveys** (surveying).

Richmond, CA  
501 Canal Blvd., Suite I  
Richmond, CA 94804  
(510) 215-3620

Additionally, the NCE team will be led by proposed Project Manager, **Lee Taubeneck, PE**, who will be responsible for day-to-day project management. Lee brings extensive experience working on road widening projects in planning, design, QA/QC, ROW, utility, RFA and programming phases. Lee will be supported by **Ryan Shafer, PE, GE**, Principal of NCE's Richmond office. Ryan will serve as Client Sponsor and will provide project oversight. Ryan has a solid integrated civil and geotechnical background and is knowledgeable and experienced with the Town's infrastructure. In short, by selecting NCE, the Town will benefit from existing working knowledge of the site our ability to start and complete the design of this project quickly, ability to introduce cost saving designs (e.g., recycling roadway materials in-place and avoiding utility relocation/conflicts with wall design and planned excavation depths), and decades of diverse and considerable engineering experience delivering these types of projects.

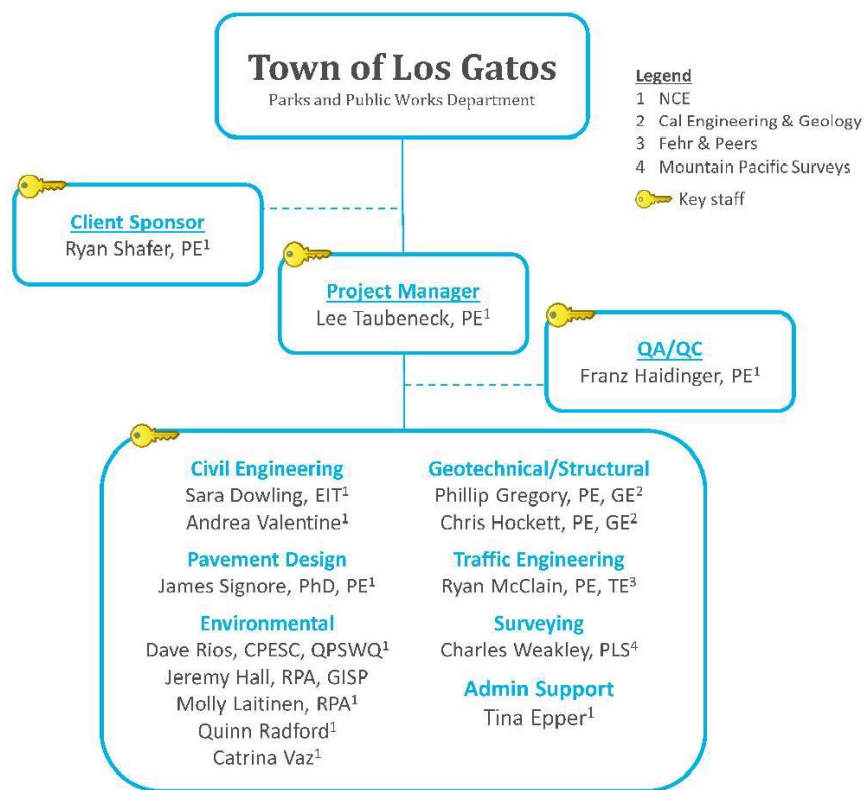
## FIRM QUALIFICATIONS

NCE is a client-focused professional consulting firm integrating the disciplines of engineering, science, and planning to address the infrastructure and resources challenges facing our communities today and in the future. NCE has grown significantly in expertise and capabilities beyond its origin as a transportation research and pavement management firm working with the Federal Highway Administration (FHWA). NCE delivered civil engineering and pavement design services for scores of California municipalities. NCE is adept in delivering comprehensive civil engineering and pavement design projects. The NCE team provides the following benefits and distinguishing features:

-  Familiarity with local regulations and working with the Town on capital improvement projects including the **Shannon Road Embankment Stabilization**.
-  Knowledge and demonstrated pavement rehabilitation design expertise from designing thousands of local streets and roadways throughout California, Nevada and the West Coast.
-  Highly qualified interdisciplinary team of professionals that have worked together on multiple projects involving conception, regulatory compliance and permitting, environmental documents, through design and construction monitoring.
-  Technical resources with an in-depth understanding of sustainability, safety, community needs, and environmental constraints.
-  Tailored approach with cost-effective strategies and practical solutions that promote cost savings, reduced construction disruptions/impacts, constructability, and that can be readily implemented.
-  Responsive staff with proven experience in all facets of engineering, including applicable state and federal standards.

## ORGANIZATIONAL CHART

**Figure 1** below illustrates the structure and team we propose for this project, the roles and responsibilities of each team member as well as the communication/reporting relationships of the key staff in relation to the Town for this project. Qualifications summaries for key personnel are provided below and their focused resumes are included in Attachment A.



KEY PERSONNEL

Figure 1. NCE Team Organization

Qualifications summaries for each key team member are provided below and their focused resumes are provided in Attachment A.



**Mr. Ryan Shafer, PE, GE, Client Sponsor.** In this role, Ryan will be responsible for communicating with the Town and champion of allocating of resources. Ryan is an experienced Principal and Project Manager that is highly skilled in managing interdisciplinary teams of engineers, scientists, and planners for complex projects requiring civil engineering, geotechnical engineering, pavement engineering, structural engineering, transportation and traffic engineering, hydrology and hydraulics, coastal engineering, regulatory permits, technical studies and resource assessments, and environmental documents. In addition, he has managed and provided civil and geotechnical engineering on a wide range of public and private projects, including vertical development, municipal roads, trails, drainage infrastructure, landfills, public transit, recreation areas and parks, industrial facilities including refineries, and waterfront structures giving him an understanding of how to work with diverse project types. His clients provide feedback that NCE is an effective partner and steward, understanding what is important to each community. He is a registered civil engineer and geotechnical engineer with more than 22 years of professional experience.



**Mr. Lee Taubeneck, PE, Project Manager.** The NCE team will be led by Lee, who will be responsible for day-to-day project management and will also be a point of contact for the Town. Lee is a transportation professional with extensive experience in the development of expressways, freeways, roads, transit systems, multi-use paths, trails, sidewalks, streets, and

highways. He has worked with public, private, and non-profit clients throughout California at both the local, regional, and State levels. He is an expert in transportation planning and design. He is a registered civil engineer with more than 37 years of professional experience.



**Mr. Franz Haidinger PE, QA/QC Manager.** Franz will be responsible for quality assurance and quality control on the deliverables developed by NCE. Franz brings a wealth of experience and expertise in civil and environmental engineering. He has lead engineering efforts in projects with civil design components such as pavement design for parking lots, curb and gutter layout, storm drain design, LID features like overland flow, bioswales, and small detention basins, grading, design of water services for irrigation and domestic water supply, and design of a sewer connections for future projects. The depth of his experience also includes the preparation of Drinking Water Source Assessments, SWPPPs, contaminated soil remediation, underground storage tank removals, permitting, operation and maintenance of groundwater treatment facilities and soil vapor extraction systems, and construction quality assurance. He is a registered civil engineer with 24 years of professional experience and currently serves as NCE's Chief Engineer.



**Mr. James Signore, PhD, PE, Pavement Design Lead.** James specializes in pavement design and evaluation, rehabilitation and maintenance, materials assessment, and training. He has experience in designing pavements for many local agencies, Caltrans, and for heavy vehicle loading applications for highways, airfields and ports. He has spent years researching pavement materials, having directed a state-of-the-art AMRL certified and Superpave mix design equipped research laboratory, and is well versed in state and local pavement practices and specifications. He has taught NHI's and ASCE's "Techniques for Pavement Rehabilitation" (including best practices for utility cuts and patches) seminars to practicing engineers for 20 years. He has also taught graduate courses in pavement engineering at San Jose State University and many of his former students are civil engineers at local agencies. Additionally, James is a Member of the Transportation Research Board Committee AFD70, Pavement Rehabilitation, AFD70-1, Pavement Interlayer Systems and the FAA Airport Pavement Technical Working Group. He is a registered civil engineer with 25 years of professional experience and holds a PhD in Civil Engineering.



**Ms. Sara Dowling, EIT, Project Engineer/Pavement Design.** Sara has been involved in design projects that include new intersection roadway, high-rise building foundation, airport taxiway pavement structure, spatial data analysis, and a green wastewater treatment plant. She was the fundraising chair for the Institute of Transportation Engineers and is currently a member of ASCE and Young Professionals in Transportation. Sara has experience in AutoCAD 3D, ArcGIS, MS Project, Technical Writing, Literature Review, EverFE, and C++.



**Andrea J. Valentine, CADD Design.** Andrea is a CADD drafter with nearly 40 years of experience providing layout and drawing of civil and structural plans, control lines, profiles, sections, and details based on engineers' sketches and markups. She works with engineers to provide lot line adjustment boundaries; develops, implements, and updates CADD standards; and sets up and maintains drafting records and documentation. Her program experience includes AutoCAD, Bentley Micro-station, and Microsoft Word and Excel. In addition to obtaining her BA, Andrea has taken various drafting, graphic arts, solar design, technical math, cartography, natural sciences, and computer training courses at various San Francisco Bay Area colleges.

**NCE Administrative Staff.** NCE also has a team of administrative professionals that will support the strategic engagement task by developing graphics, and content for presentations or collateral material.



## SUBCONSULTANT KEY PERSONNEL



**Mr. Phillip Gregory, PE, GE, Geotechnical Engineer.** Phillip is an experienced geotechnical engineer and manager who has completed more than 150 transportation and water infrastructure improvement projects for public agencies over the past 20+ years. Phil's expertise is in the analysis and design of earth embankments and slope stabilization measures including geosynthetic reinforced slopes, and embankments, CIDH pile structures, segmental block retaining soldier pile and lagging walls, soil nail retaining structures, light weight fill, and slope dewatering systems. Phillip is an experienced Caltrans-based specification writer and estimator of earth construction costs. Phillip managed the majority of the federally-funded storm damage repair projects that were completed by CE&G in 1993, 1998, and 2006. He is a registered civil engineer and geotechnical engineer with 33 years of professional experience.



**Mr. Chris Hockett, PE, GE, Structures Design.** Chris has expertise in managing geo-civil-structural design projects that involve the preparation of plans, specifications, and engineer's estimates, (PS&E) for roadway stabilization projects. Chris has designed stitch piers, retaining walls founded on deep and shallow foundations, mechanically reinforced embankments, segmental retaining walls systems, and tieback retaining walls on roadways for Cities and Counties throughout the Bay Area. Some of his recent roadway stabilization experience includes the structural design of a 300 foot long stitch pier system along Foothill Boulevard in Sunol and a 200 foot long soldier pile and wood lagging retaining wall with tieback anchors along Rifle Range Road in Richmond, and the geotechnical design of over 1,000 linear feet of stitch piers, and soldier pile and lagging debris walls and retaining walls along the award winning 1.7 mile long George Miller Regional Trail between Martinez and Port Costa. He is a registered civil engineer and geotechnical engineer with 13 years of professional experience.



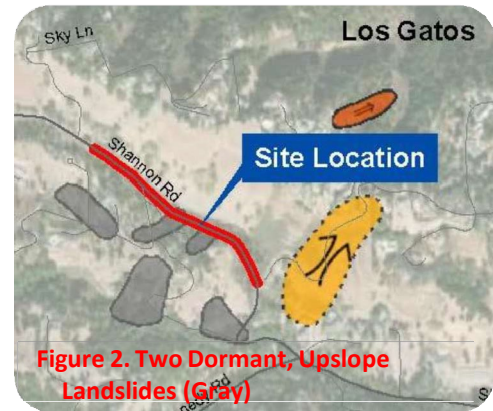
**Mr. Ryan McClain, PE, TE, Traffic Handling & Detours.** Ryan has worked in the transportation planning and engineering field since 2001. Focusing on multi-modal transportation design and analysis, Ryan provides alternatives development and assessment and transportation engineering design for complete streets projects ranging in size from single intersections to complex multi-jurisdictional corridors and master plans. Ryan works closely with agency staff, stakeholders, and the community to develop engineering solutions that work for all users. Ryan leads Fehr & Peers' companywide Complete Streets Design group is the vice chair of the international ITE Complete Streets Council. He frequently teaches courses on complete streets design, including recent classes for MTC throughout the Bay Area and lectures at UC Berkeley for the pedestrian/bicycle graduate class. In addition to his project roles, Ryan serves as the Office Leader for Fehr & Peers' Walnut Creek office, where he is responsible for overall office strategy and client relations. He is a registered civil engineer and traffic engineer with more than 20 years of professional experience.

**Mr. Charles Weakley, PLS, Surveying.** Charles is the President and manager in charge of all land survey work undertaken by Mountain Pacific Surveys and our aerial mapping company, Aerometric Surveys. His experience in land surveying includes photogrammetric control, precision as-built surveys, G.P.S. and cadastral surveys, boundary determinations and right-of-way calculations, topographic mapping, aerial photogrammetry, and construction layout of hundreds of subdivisions, roadway, commercial, and utility projects. Charles is responsible for all aspects of project administration, including contract negotiations. He is a professional land surveyor with 27 years of professional experience.

## PROJECT UNDERSTANDING AND PREVIOUS WORK

Having been called upon by the Town along with our geotechnical partners CE&G for the initial investigations of Shannon Road distress, NCE has extensive knowledge and understanding of the project. In early 2020, as downhill creep began to accelerate, we were called by the Town. The team completed extensive field research, reconnaissance, field borings, and laboratory analyses to enable site characterization. The *Revised Geotechnical Alternatives Report* (RGAR, CE&G, December 2020) was the culmination of these investigations and prepared two feasible alternatives and cost estimates.

Two probable landslides were identified by our investigations along the Road segment (**Figure 2**) composed of quaternary colluvium. The observed colluvium fills more gently sloped swales that have been mapped as probable landslides of uncertain age by the CGS and the Town. The colluvium swales are interpreted to be dormant landslides. The colluvium is composed of sandy lean clay with and without gravel, and silt/lean clay with sand. The colluvium was found beneath the Road prism and above the bedrock (siltstone). The Report correlates the two dormant slides with the thicker portions of the fill/colluvium above the bedrock, or roughly between stations 6+35 to 7+48, and stations 3+00 to 4+25.



The Town acquired title to the Road in 2017, in what at the time was determined to be a State of Good Repair. The outboard side of the Road segment is composed mostly of artificial fill. Given the vintage of the Road, it is likely that the embankment was not compacted to current standards, leading to settlement of the fill.

The former owner had been addressing settlement and cracking for several decades. Routine maintenance of the roadway consisted of HMA overlays to relevel the driving surface. The result was a thick structural section of AC pavement on the westbound or downhill side. The added mass of repeated overlays on the outside lane of the Road may have exacerbated the distress and failures over time.

The final overlay of the roadway prior to ownership transfer included polyurethane foam injection within the area of historic cracking and settlement, along with a 2.5-inch to 3-inch pavement overlay. Post-ownership transfer, settlement has not only continued, but accelerated. The steepened embankment of fill and overlying colluvium and likely lack of proper compaction, keying, and benching of fill materials appear to be involved in long term creep of the Road embankment. The RGAR concludes that sliding of the Road segment is locally incipient based on the increased rate of movement within the last few years, especially for the outboard (downhill) portion of the Road prism. Although minimal groundwater was encountered during the field investigations, soil saturation from precipitation could also be contributing to sustained creep downslope.

The RGAR completed by the NCE Team presents two viable alternatives and cost estimates for stabilizing the Road embankment. Either alternative establishes a structure outside the westbound (downhill) portion of the Road prism connecting them through the Road prism to help buttress the Road. One alternative proposes the use of tie-backs (soldier pile with lagging) to apply compressive forces against the Road prism, and the other uses geogrid fabric (MSE wall). During preliminary engineering the preferred alternative will be selected and confirmed with the Town based on available ROW, costs, traffic impacts, and environmental constraints. The current recommendation is the soldier pile and lagging wall

system that is less costly and disruptive allowing for one lane of traffic to remain open during construction depending on final design and construction means and methods.

### KEY ISSUES AND OPPORTUNITIES

NCE has identified several key issues and opportunities based on extensive knowledge of the site conditions, investigations, and alternatives report. The NCE team experience delivering similar projects for other public agencies affords the Town confidence that we can meet whatever challenges present themselves for the Shannon Road project. A photo of one of our successful projects is shown in **Figure 3**.

### CONSTRUCTION COST

As the downslope creep and repair of the Road was unexpected and not included in the Town's capital improvement plan, managing capital costs for construction must be considered a major issue and opportunity for reducing costs. Under planned circumstances the Town could entertain addressing Road conditions with a sufficient budget. Instead, it must consider using reserve funds and postponing other needed improvements to stabilize the incipient slope movement.

The NCE team as part of this proposal and our design approach has identified the following approach to managing and reducing construction costs below the current preliminary cost estimate that we developed:

- ❏ The inner lane exhibits less distress and is fair to good condition and suitable for use of conventional mill and overlay treatments to reduce current preliminary pavement reconstruction costs from \$100/sy to \$20 to \$25/sy.
- ❏ To prevent pavement distresses in the thickened asphalt section in the outer lanes from reflecting back up through the new pavement section and to allow the existing valuable asphalt to be recycled in-place, based on our experience and speaking further with a pavement recycling contractor, we recommend pre-milling at least the top 4- to 6-inches of the roadway to allow a Full Depth Reclamation (FDR) reclaimer to penetrate through the bottom of the very thick AC. Then the reclaimer can pulverize the existing roadway materials and recompact in-place, and then place a new 4- to 6-inch HMA wearing course. This approach will reduce the current preliminary reconstruction cost by 40 to 50% with a cost of \$50 to \$60/sy.
- ❏ Working around existing utility poles is another example of accomplishing the work for less cost

not to mention less time to coordinate with PG&E and telecom utilities. While there are advantages to clearing utility poles from the face of the embankment to maintain consistent earth



Figure 3. Soldier Beam and Lagging Retaining Wall, Bailey Road, Pittsburg

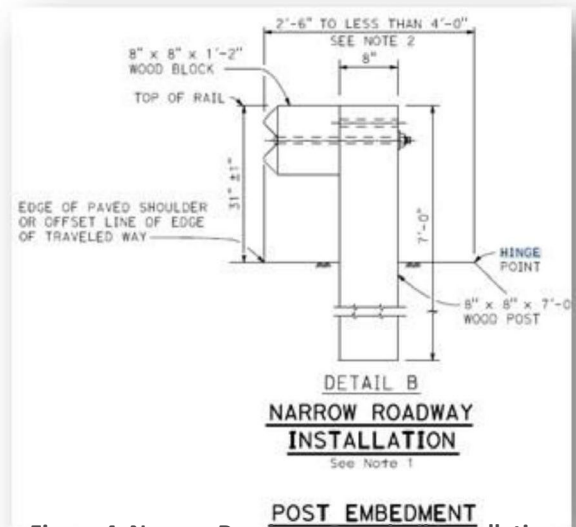


Figure 4. Narrow Roadway Guardrail Installation



pressures against the slope, earth pressures can still be maintained with a gap in the wall by bridging the gap with a grade or cantilever beam.

- ✦ Maintaining the existing roadway width, drainage patterns, and elevations to the extent possible will reduced the need for roadway cuts into the hillside, maintaining work within ROW, and less construction and materials costs.
- ✦ Another potential cost savings will be to place guard rail as close to the inside of the soldier piles as possible again to maintain the existing road prism as much as possible and within existing ROW. **Figure 4** reflects just such an installation with a narrow roadway installation.

## TRAFFIC HANDLING

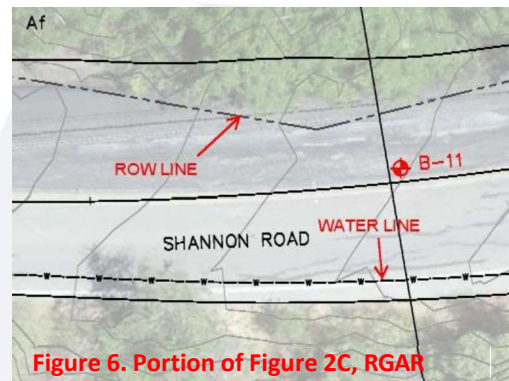
Either as a detour or with one-way traffic control, maintaining eastbound and westbound traffic around or through the construction site will require careful coordination. Connections for power supply to traffic signals are often a constraint in working these situations. Our solution builds off our successful engagements with Fehr & Peers in the past on stabilization projects such as Via Verdi in Richmond. For the soldier pile and lagging alternative, the installation of 2 temporary traffic signals and a protective barrier will allow travelers to pass east or west with minimal queuing or delay. The power supply will be provided either by solar or conventional, low-noise generators. On the east, the temporary signal will be established at the intersection with Santa Rosa Drive. On the west, the temporary signal will be established at Diduca Way. Advance warning signs will be used to notify approaching vehicles of charges well in advance. A protective barrier in the form of either k-rail, sand barrels or water filled segmental barriers will be established on the outboard side of the centerline to inhibit the incursion of vehicles into the active work zone (cf. **Figure 5**).



The soldier pile and MSE wall alternative will require the complete closure of the Road segment to allow for placement of the geogrid fabric. The solution here is a traffic detour either be set up along Kennedy Drive or along the combination of Hicks Road and Blossom Hill Road. As this out-of-direction travel will on average increase travel time by 10 minutes, more extensive public outreach will be needed in comparison with the soldier pile and lagging alternative to encourage public cooperation.

## RIGHT OF WAY

The current vertical drop-off on the downhill side of the Road ranges from 3 to approximately 20 feet with a slope of 1.5 (V) to 1 (H). In its current condition, the downhill slope is steep and a potential hazard for motorists. While channelizers and signs reflect the nature of the hazard, the risk has been present for several years. Consequently, the installation of guardrail is recommended for consideration. This will increase the width of the Road prism, add a bid item to the engineers estimate, and may have ROW implications. Also, the limits of public and private property lines in the RGAR were placed using parcel maps provided by the Town (cf. **Figure 6**). Several indicate that the current road may extend into private property, which would





be unusual for a public roadway and will be further confirmed by ROW mapping during completion of topographic surveys. This will be important to confirm as work outside Town ROW can be time consuming to coordinate with outside stakeholders/property owners, particularly if ROW acquisition is required.

Our solutions for these ROW challenges are varied and multiple. First, we will refine the parcel maps provided by the Town with a topographic survey. For this reason, the topographic survey is included in the proposed schedule as one of the first items of work.

Next, we will complete a review of available Town data regarding collision records or accidents within this section of roadway. Perhaps, if little to no accidents or collisions have occurred, it may be possible to use a combination of reflectors, signs, and delineation to provide sufficient warnings that can avoid guardrail placement.

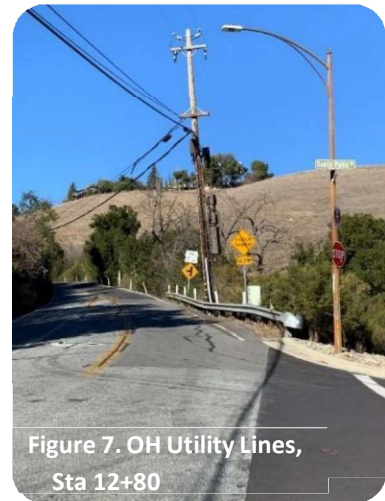
Finally, it is possible to erect the guardrail as a vertical extension of the MSE or soldier pile wall. If we find that ROW is indeed constrained, we can use this to shorten the horizontal dimensions of the project.

## UTILITIES

A water line is known to exist along the inside, eastbound travel lane. Our current assumption and approach to scoping this project is that this water line can be sufficiently located and roadway rehabilitation and repair methods can be completed to avoid conflict, lowering, or relocation of this waterline to reduce design and construction costs and additional coordination with the San Jose Water Company. If conflict cannot be avoided additional scope for utility coordination and design consideration will be required.

Overhead electric and telecommunication lines as shown in **Figure 7** are also apparent above the Road, which will require consideration during development of construction documents and during construction as to the types of equipment and coordination needed by contractor working next to these facilities.

Utility locations will be developed based on utility as-builts and record maps as well as use of ground penetrating radar (GPR) for improved accuracy on the depth of the water line below ground surface. Also, if required we will specify the use of low-overhead construction equipment working next to overhead lines.



## CONSTRUCTION SCHEDULE

The current estimated number of working days for construction, excluding bid award, negotiation, and mobilization, is likely greater than 60 days. With an notice to proceed for design in March and design not be completed until late Summer this places construction in the fall and early winter months. We will discuss the project schedule with the Town at the Kickoff meeting and discuss which tasks can be processed in parallel during preliminary engineering and design to enable earlier PS&E delivery and subsequently earlier advertisement and mobilization dates. We will also evaluate the potential to complete the project during the rainy season depending regulatory, construction, and other site constraints.

## KEY ASSUMPTIONS

In order to deliver the most cost-effective design strategy for this project, we have formulated the following key assumptions:

### TOWN'S RESPONSIBILITIES

NCE has assumed that the Town will be able to provide the following to the extent available:

1. Provide information regarding Town-owned utilities (i.e., sanitary sewer and storm drain).
2. Provide project requirements, including design schedule, budget, constraints, and criteria.
3. Provide review and approval of exceptions to geometric roadway design standards when appropriately documented with collision records, cautionary signage and delineation, and guardrail placement.

### TOPOGRAPHIC SURVEYING, BASE MAPS, AND RIGHT-OF-WAY

1. A topographic survey will be completed along the subject section of Shannon Road to establish a base map sufficient for developing civil design plans. This will also include record data location of the existing right-of-way for the mapping corridor.
2. It is assumed that all improvements will be completed within existing Town ROW. If based on title report review and ROW mapping the private parcel adjacent to the proposed project improvements is found to encroach into the roadway we have included additional ROW engineering services as part of optional Task 5B.

### UTILITY COORDINATION AND LOCATION

1. Assumes that utility poles on the uphill side of the alignment will not be impacted or relocated by the project. Further, it assumes that poles on the downhill side of the alignment can be bridged around by either the MSE Wall or Soldier Pile and Lagging Wall.
2. NCE will prepare and distribute utility notification letters to collect facility maps and as-builts, confirm utility planned work, and notify utilities of the Town's proposed slope stabilization project. NCE will prepare and distribute a second round of letters including utility location information based on ground penetrating radar (GPR) that is provided for the subject street section to solicit feedback and need for utility relocation or adjustments.
3. Low hanging overhead utility lines will be considered in construction documents as needed.
4. Regarding the water line beneath the eastbound lane within the project limits, beyond obtaining as-built records from the San Jose Water Company, NCE will conduct a ground penetrating radar survey to determine water line depths below grade. Traffic control for completing GPR to be provided by the NCE. In the event the MSE and Soldier Pile Combination Wall is selected as the preferred alternative, we assume that temporary supports during excavation for the geogrid fabric will enable continued operation of the water line in-situ.
5. No known utility covers or manholes are present along the alignment within the project limits.
6. For the purposes of this scope of work it is assumed that utility relocation or lowering is not required.

### PAVEMENT TESTING AND DESIGN

1. Pavement design will be based on Caltrans Standards with a combination of supplemental coring, laboratory testing of subgrade, and pavement condition surveys.
2. Pavement coring will be performed with spacing criteria and bulk samples as follows:

- a. Up to two pavement cores will be obtained approximately every 750 feet within the eastbound lane (inner lane) to estimate the pavement section thickness, as previous geotechnical exploratory borings were located within westbound (outer lane) only.
  - b. Up to two bulk samples of subgrade for laboratory testing will be obtained.
3. Base repairs will be measured in length and width for the eastbound lane only to advise for the case if the soldier piles with lagging alternative is selected. It is the intent that base repair quantities will be for bidding quantity purposes only and that actual locations will be marked by NCE with the Town's inspectors prior to construction.
4. A no-fee encroachment permit will be pulled with the Town for all pavement testing if required.
5. A half-day of traffic control for pavement coring will be provided by NCE.

#### **TRAFFIC STRIPING**

1. Final traffic signing and striping is assumed to match existing striping, any revisions will be reviewed with the Town.
2. A review of SWITRS data including the most recent available 3-year continuous record of accidents within the project limits is included as part of this scope.

#### **TRAFFIC HANDLING PLANS**

1. In the case of selecting the combined MSE wall and soldier pile wall with lagging, traffic handling plans in the form of detour plans will be prepared assuming full Road closure. In the case of selecting the soldier pile with lagging wall alternative, the traffic handling plans will assume one-way traffic control with temporary traffic signals. In either case draft traffic handling plans will be submitted as part of preliminary engineering to the Town traffic engineering group for review and comment.

#### **DRAINAGE**

1. No major drainage improvements are assumed for this project requiring significant stormwater drain and pipe alteration and/or reconstruction.
2. The project will, to the extent possible, and within the context of proposed stabilization address visible drainage issues including structural backfill. However, it should be noted that no existing drop inlets or paved ditches exist within the Road segment.

#### **ENCROACHMENT PERMIT**

1. NCE will apply for no-fee Town encroachment permits for all field work, including pavement coring work, if required.

#### **BID PACKAGE**

1. NCE has assumed for the purposes of developing bid packages the following:  
Shannon Road Embankment Stabilization Project –Bid Winter 2021/22.

#### **CEQA DOCUMENT**






1. The documentation required for CEQA is assumed and judged based on current information and planned roadway repair project to be a Categorical Exemption.
2. If for any reason the project does not qualify for a Categorical Exemption or new information arises indicating the presence of critical habitat or historical/tribal resources within or adjacent to the project, NCE can prepare and provide support for CEQA compliance, additional technical studies, and/or regulatory permits for additional scope and fee.

## SCOPE OF WORK

### TASK 1 – PROJECT MANAGEMENT

This task will include an initial kick-off meeting and progress meetings to update the Town with the results of studies and the development of contract documents. Regular meetings afford direction and feedback from the owner which are invaluable in navigating the multitude of decisions needed for successful project selection and implementation. Microsoft TEAMS software will be used to allow the seamless sharing of information and for virtual meetings. Agendas will be provided in advance of the meetings. A summary of meeting notes and action items will be provided after each meeting along with decisions reached and schedule updates. In keeping with the Town's *Agreement for Consultant Services*, progress reports and invoices will be submitted monthly.

NCE's Project Manager will arrange a Kick-Off Meeting with the Town to initiate work on the project. The objectives of the Kick-Off Meeting will be:

-  Review of the Scope of Work
-  Establish Lines of Communication
-  Confirm Deadlines
-  Establish Project Schedule and Milestones
-  Define Design and Operation Criteria.

Whether a simple preventive maintenance project or a complex reconstruction project, it is critical to establish effective lines of communication with, and coordination amongst, the various stakeholders from the start to ensure the delivery a high-quality project within budget and on schedule.



In addition to Town staff (Engineering, Maintenance, etc.), NCE will research and coordinate, as-needed, with other agencies such as PG&E, AT&T, Verizon, Comcast, San Jose Water Company, etc., to identify any potential conflicts, requirements, or design issues early to help minimize delays (and costs) later in the design process or during construction. At the Kick-Off Meeting, key deliverables for each Task and the Project Schedule would be reviewed and adjusted accordingly to meet Town needs.




NCE is very sensitive to construction costs, particularly the volatile price of materials, which have affected the scope of many similar projects. In order to keep the Town aware of overall project costs, NCE will begin developing Preliminary Engineering Cost Estimates as soon as we have developed our engineering design recommendations to closely monitor any potential funding issues, which may develop.

Throughout the project, NCE staff will be available to attend regularly scheduled progress meetings with the Town, to maintain good communications, to offer up efficiency and reduce the number of design review and coordination meetings. Therefore, we have assumed up to three (3) meetings. The purpose of the progress meetings will be to identify and resolve any design or funding issues that may surface in a timely manner, present design alternatives and recommendations to Town staff, and continue coordination with project stakeholders as necessary.

NCE will also prepare exhibits for Town outreach and Council meetings. Up to two outreach meetings and 2 Council meetings are included in our scope with up to 2 exhibits for each meeting. If attendance at additional exhibits or meetings is necessary, they can be added to the scope for an additional fee.

#### **Deliverables:**

-  Project schedule
-  Meeting agendas and summaries

-  Monthly progress reports and invoices
-  Project schedule update
-  Exhibits for public outreach and Council meetings.

## TASK 2 – PRELIMINARY ENGINEERING

Preliminary engineering gathers data needed to prepare roadway and structural designs and develop construction documents including design data gathering, topographic surveys and ROW information, seismic survey and geotechnical design, utility location and coordination, pavement design, and environmental.

### TASK 2A – DESIGN DATA GATHERING

NCE will review relevant available data and records from the Town, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include, but are not limited to, the Town drainage structure inventory maps, aerial photographs of the Town; as-built Road improvement and infrastructure plans, striping and markings, as-built plans from utility providers, including any preliminary plans for future work that may conflict with this project. Along with the maps previously used with the phase 1 investigation, the gathered information will be compiled and included in the base map used for design. Based on our review we will identify any data gaps or missing information and provide this information to the Town for review and discussion. NCE will also confirm with adjacent County of Santa Clara property if encroachment permits are required to conduct proposed work.

Subsurface moisture beneath roadways is known to reduce the useful life of the pavement placed above. Currently, there are no known culverts for this segment of Shannon Road. Consequently, drainage occurs by sheet flow based on road superelevation and crown. While it is possible to insert a culvert through both the lagging of a soldier pile and an MSE wall without compromising wall integrity, a less expensive option is the employment of a roadside ditch or vee channel.

A brief review of existing drainage conditions will be reviewed with the Town and if drainage improvements are required beyond existing drainage facilities will be incorporated into the design.


#### Deliverables:





-  Drainage technical memo.

### TASK 2B – TOPOGRAPHIC SURVEY & ROW

NCE's Project Surveyor will complete monument/control recovery, field investigation and field surveys sufficient to prepare a design level topographic mapping product for the portion of Shannon Road beginning approximately 100 feet westerly of Diduca Way and extending to approximately 100 feet southerly of Santa Rosa Road. The mapping corridor will begin at a point approximately 5' from the edge of pavement on the southerly (upslope) side and extend to approximately 30 feet northerly of the northerly (downslope) edge of pavement.

The final topographic base sheet shall be compiled at 20 scale with a 1' contour interval and include cross sections/spot elevations at an approximate 50' interval. The topographic data to be collected is more specifically defined as:

-  Cross-sections at 50' intervals, along with additional spot elevations as required to define the road alignment and grade, as well as the slope/bank. Typically, the cross section will include top or toe of banks, ditches, edge and centerline of pavement, and grade breaks.

-  Surveyed locations for significant surface features, such as pavement or concrete, driveways, striping, fences, surface utilities, trees (over 4-6" in diameter on tree survey requirements), signs, utility poles, and streetlights will be included. Sanitary and storm drain structures will include rim elevations, invert elevations, pipe size & direction for all accessible structures within the mapping limit.
-  Location of all recovered street monumentation within the mapping corridor (for preservation and Record ROW purposes).
-  Location of underground utility locator markings.
-  Provide a finish drafted topographic survey in AutoCAD Civil3D, including a dtm surface.



Based upon a combination of record data and any monuments collected during topographic surveying, NCE's surveyor will calculate and show the record data location of the existing ROW for the length of the mapping corridor. Additionally, our surveyor will calculate and show the location of each adjoining parcel lot line from record data (assessor's parcel data, record mapping and apparent lines of occupation).

Horizontal and vertical datums shall be based upon the Town of Los Gatos survey network control.

Note: This scope does not include the preparation of legal descriptions for any easements that may be necessary to facilitate construction of the work. If work extends beyond existing Town ROW, our surveyor can provide this for additional scope and fee.

Before the survey can be made, an encroachment permit will be completed with the Town if required for traffic control, which is assumed to be provided by the Town as previously done for cost savings.

#### **Deliverables:**

-  Topographic survey file
-  Tree location survey file (> or = 4-6")

#### **TASK 2C – SEISMIC SURVEY AND GEOTECHNICAL DESIGN**

An essential component of accurate retaining wall design includes depths-to-bedrock. The depth to competent material directly impacts the design height and corresponding cost of the retaining wall. Exploratory borings are widely spaced and located several feet from the edge of the embankment where the retaining wall will be located. The result is a depth to bedrock profile that is interpolated both laterally and longitudinally. Assumptions based on the interpolation may result in a retaining wall that is over-designed or subject to potential changed conditions claims.

A geophysical seismic refraction survey (**Figure 8**) could be effectively used to more clearly identify the depth to bedrock along the downslope edge of the roadway. This additional information will fill in the gaps between the geotechnical borings and provide a continuous geologic profile showing the ground surface and the depth to competent material.



This study will allow accurate development of the *Geotechnical Design Report*. This report will include all the calculations and dimensions needed to complete the structure design of either the combination MSE and soldier pile wall or the soldier pile and lagging wall.

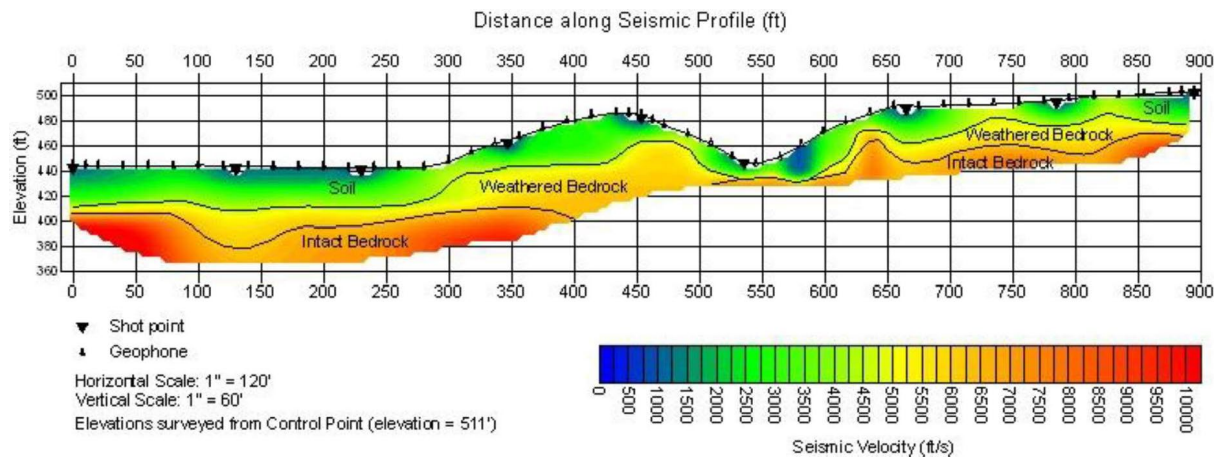




Figure 8. Determining Depth-to-Bedrock Using Seismic Velocity Contours, Bailey Rd, City of Pittsburgh

#### Deliverables:

-  Seismic Refraction Survey – including seismic velocity tables and contour drawings
-  Geotechnical Design Report – including structure calculations.

#### TASK 2D – UTILITY LOCATION AND COORDINATION

NCE will coordinate with utility agencies early in the design process to help avoid potential construction delays and unnecessary disruptions to public services. Known utilities along this stretch of Shannon Road include both San Jose Water Company and PG&E. At least one telecommunications company is also present along the poles located on the uphill (eastbound) side of the Road. Initial contact with PG&E will enable identification of which telecom provider(s) occupy space on the PG&E poles.

Utility coordination will be a critical item to keep utility providers informed about the project and schedule. One of the first and earliest items that NCE will complete is reaching out to our contacts with PG&E and San Jose Water Company by telephone. This will be followed up by sending notification letters to applicable utility providers along with a preliminary project schedule for design and construction. We will also request utility as-builts and record drawings. This will allow utility providers to plan maintenance on their facilities prior to a moratorium during construction.

NCE will also carefully document all utility coordination notifications, emails, conversations, and meetings with utility contacts and information in a matrix format with dates of contacts and mailing detailed in this matrix. Follow-up calls will be made for each of the above notifications to confirm receipt. NCE will also keep the Town informed of any project delays related to utilities.

While the overhead utility poles themselves are located off the traveled way, lines strung between the poles cross over the Road prism itself. Consequently, drilling and excavation equipment associated with construction will need to be cognizant of these low overhead-lines and protect against line strikes.




The RGAR reflects the location of a water main along the inside (eastbound) travel way for the entire length of the Road segment. Although San Jose Water Company may have as-built information about this

water line, our scope includes a ground penetrating radar (GPR) survey to enable improved location accuracy below existing grade.

Using GPR, NCE's utility locator will field locate utility alignments and depths for utility mains and laterals to the extent that GPR methods can detect utilities. If GPR cannot establish utility alignments and or depths, potholing may need to be completed for additional scope and fee. GPR along utility mains will be marked at various locations along the subject street section, and the accuracy for the electronic depths will depend on the soil conditions and utility material. Traffic control will be provided by NCE's utility locator.

Neither milling and overlay of HMA nor drilling of tie-backs are expected to come close to contacting the water line, however selection of the MSE alternative plus soldier pile wall alternative could expose the water line as a result of geogrid placement.

#### **Deliverables:**

-  Utility notification letters
-  Utility contact matrix
-  Marked utility depths and alignments and data.

#### **TASK 2E – PAVEMENT DESIGN**

NCE will perform a pavement condition survey of the travel lanes based on visible distresses. Pavement condition surveys serve the purpose of further refining the appropriate rehabilitation/reconstruction strategy in relation to the distress caused by downhill creep of the Road prism and traveled way.

This condition survey will generally note the presence of load related and environmental distresses, such as alligator cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions and depressions as they pertain to developing appropriate pavement treatments. In addition, potential base repairs will be identified in the condition survey. Base repairs will be marked in the field on the pavement in white paint, numbered, and verified prior to construction.







NCE will collect up to four (4) pavement section core samples (4" – 8" diameter cores) in the eastbound lane (inner lane). These will supplement the 13 borings already sampled in the westbound lane. For each core sample, NCE will measure and record the thickness and material type of each layer encountered in the pavement structural section, including the presence of any pavement reinforcing fabric. A half-day of traffic control by NCE is provided in our cost estimate for this subtask.

Bulk samples of subgrade will be obtained in support of structural section design. We will collect bulk samples of subgrade materials at the core locations for laboratory testing such as R-value, moisture content and Atterberg Limits (plasticity index) determinations. Our current fees assume 2 bulk samples will be obtained for testing. The thickness of aggregate base (AB) will be measured at all core locations.




Using the data obtained from the 4 supplemental corings, the laboratory test results from these samples, the 13 original borings and their laboratory data, NCE will perform pavement analysis and design services, and develop pavement rehabilitation and reconstruction recommendations for both the westbound and eastbound traveled lanes and shoulders. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual.

NCE will develop pavement structural section recommendations expressed in the form of a Traffic Index (TI) that will be provided by the Town. NCE will develop recommendations including, but not limited to, the following:





-  Reconstruction
  - Hot Mix Asphalt (HMA) over AB
  - Full Depth HMA
  - FDR
-  Conventional Hot Mix Asphalt (HMA)
-  Rubberized Hot Mix Asphalt (RHMA)
-  Alternative rehabilitation methods if feasible (in-place recycling, mill & fill treatments, etc.)
-  Locations and treatments of failed pavement sections (base repairs)
-  Full-width milling and wedge grinding requirements.

NCE will then summarize its recommendations in a pavement design memorandum to the Town that, at a minimum, will include the following:

-  Results of pavement condition surveys, coring, and laboratory testing
-  Description of testing procedures and analysis performed for the project
-  Recommended alternatives for rehabilitation and reconstruction.

NCE will submit two (2) copies of its draft technical memorandum to the Town for initial review. Upon receipt of any comments from the Town, NCE will then prepare its final technical memorandum, which will be signed and stamped by NCE’s Pavement Engineer. Two (2) copies of the final technical memorandum will then be provided to the Town reflecting any comments on the draft technical memorandum. NCE will also develop an encroachment permit application for the coring work.

**Deliverables:**

-  Encroachment permit application – traffic control provided by Town for pavement coring
-  Draft and Final pavement Technical Memorandums.

**TASK 2F – ENVIRONMENTAL (CEQA CATEGORICAL EXEMPTION)**

Projects that are subject to the discretionary approval of a government agency must comply with California Environmental Quality Act (CEQA) regulations and procedures. Based on our experience fulfilling CEQA requirements for roadway repair projects of similar nature, this project will likely qualify

Notice of Exemption

Appendix E

To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044  
County Clerk  
County of:

From: (Public Agency):

(Address)

Project Title:

Project Applicant:

Project Location - Specific:

Project Location - City:  Project Location - County:

Description of Nature, Purpose and Beneficiaries of Project:

**Figure 9. California’s OPR’s Notice of Exemption Form**

waste lists, State scenic highways, flood hazard areas, and fault zones. NCE will prepare an administrative record supporting the determination for the Town’s files . NCE will then prepare a Notice of Exemption (NOE) form (**Figure 9**) for the Town to review, sign and file with the County Clerk. Whereas the project is

for a Categorical Exemption as described at California Code of Regulations in Article 19, Section 15301 – Existing Facilities or Article 19, Section 15302 – Replacement or Reconstruction.

A visual assessment of the project area will be conducted, databases will be reviewed, and the project area will be assessed for exceptions to the CEQA exemptions per CEQA Guidelines Section 15300.2. Factors related to the potential for exceptions to be documented in the administrative record include biological resources, historic resources, hazardous

not of regional significance and there are no State responsible entities, there is no need to file with the State Clearinghouse.






The Categorical Exemption will be supported by an administrative record that includes brief biological and cultural resource technical memoranda. Based on preliminary database research, the project area contains no critical habitat for federally listed special status plant or animal species. However, three special status plant species have current ranges that overlap the project area, according to the US Fish and Wildlife Service. While we believe the potential is low for these plants to occur within and adjacent to the roadway, our proposed reconnaissance-level survey will confirm this assumption, and our findings will be presented in a tech memo and described below.

The biological resources technical memorandum will include a database review and a reconnaissance-level field survey. Additionally, in support of a potential tree removal permit application and during the reconnaissance-level field survey, NCE will also identify tree species greater than 4 inches in diameter (as collected by our surveyor during topographic surveys) that may require trimming or removal. The results of the field survey, relevant field observations, and findings will be presented in a biological resources technical memorandum.

NCE assumes the tree trimming and removal can be completed per Section 26.10.063 of the Town's municipal code for removal required for Capital Improvement Project, repair of a geologic hazard, and/or interferes use of pavements. A tree removal permit application will be completed and submitted to the Town for review.

The cultural resources technical memorandum will present the findings of a record search request from the Northwest Information Center and a brief pedestrian survey. Given NCE's experience with small road rehabilitation projects and the location of the present project on steep slopes, away from perennial water sources, the probability of encountering historical resources (as defined by CEQA) is judged to be low. For this project, NCE assumes no cultural resources will be identified. In addition, because an NOE is assumed for this project, AB52 Native American consultation is not required. If historical resources (which can also be tribal resources) are identified as a result of the records search, as part of the pedestrian survey, or as provided by the Town, NCE can initiate Native American consultation on behalf of the Town for a separate scope and fee.

**Deliverables:**

-  CEQA Notice of Exemption
-  CEQA Administrative Record
-  Biological resources technical memorandum
-  Cultural resources technical memorandum
-  Tree removal permit application

**TASK 3 – PLANS, SPECIFICATIONS, & ESTIMATES (PS&E)****TASK 3A – 35% PS&E**




Upon completion of preliminary engineering, the project team will prepare a 35% Plans, Specifications, and Estimate of Probable Construction Cost (PS&E) for the project. The 35% plans will depict the basic roadway repair plans and outline of details, required tie-in into existing features, new paving of associated roadway, drainage flow lines, traffic handling, draft profile-and-plan views, retaining wall and either tie-back or geogrid systems, structural and roadway detailing, and construction limits. The plans will be accompanied by and outline of draft technical specifications and an engineer's estimate. The combined plans, specification, and estimate (PS&E) will be reviewed for quality assurance and edits incorporated prior to delivery to the Town. Upon completion of the Town's review a Review meeting will be held to discuss the 35% PS&E package. The following plan sheets are anticipated:

<u>Name</u>	<u>No. of Sheets</u>
Title Sheet	1
Notes, Legend and Abbreviations	1
Survey Control	1
Traffic Handling	1 (Alt 1)/ 5 (Alt 2)
Excavation/ Demolition	2
Plan and Profile	3
Retaining Wall Plan and Profile	6
Pavement, Guardrail and Drainage Details	3
Retaining Wall Details	3
Water Pollution Control	2
Signing and Striping	<u>3</u>
	26/ 30

As part of the 35% design, CE&G will finalize the retaining wall design. Calculations made during development of the Geotechnical Design Report will be verified and included with a structures design.

The Engineer's Cost Estimate will be prepared in MS Excel format and will be based on the most recent construction cost data available to NCE for projects of this type. Because of NCE's involvement in the design and construction of numerous similar projects throughout California, we are confident in our ability to estimate the construction cost of the Town's project. This initial estimate will then be updated and refined as the design effort progresses. It is assumed that the Town will require a 10-day review/comment period once the 35% PS&E package is submitted.

**Deliverables:**

-  35% Plans (electronic - pdf)
-  Outline of Technical Specifications
-  Engineer's Estimate of Probable Construction Cost.

**TASK 3B – 65% PS&E**

Upon completion of 35% PS&E review meeting, the NCE team will begin resolving comments and incorporating edits from the 35% review meeting into the 65% PS&E set of contract documents. The team will also conduct a constructability review prior to submittal to the Town to ensure anticipated means and methods by any contractors for completing the work in the field. NCE will provide a response to each comment that is included in a comment table provided by the Town. The 65% PS&E will include additional design information and details typically expected at this stage of completion. The 65% PS&E package will then be packaged and submitted similar to the 35% PS&E unless directed otherwise.





The contract documents (proposal, special provisions, and technical specifications) will be developed for the project to fit the anticipated work items. The Contract documents will be prepared in MS Word and according to the Town's format. For the purposes of this proposal NCE assumes that standard front end and specific provisions templates will be provided by the Town. The special provisions will follow both the Town's and Caltrans' standard formatting conventions.

NCE also believes that an efficient yet thorough Quality Control/Quality Assurance program is essential for getting the maximum value out of every dollar spent on construction. Projects designed by NCE therefore, contain technical specifications that attempt to optimize the balance between using rigid, but time-tested, specifications and meeting local agency needs, with the goal of obtaining the very best value for its clients.

NCE recognizes the value of incorporating Caltrans Standard Specifications in projects such as these, both because these specifications have been developed by an agency that designs and builds a vast amount of highway work, and because most contractors performing public works construction in Northern California are familiar with them. Caltrans, however, has the resources to administer projects quite differently than most local agencies, so NCE advocates modifying the Caltrans Standard Specifications to better fit the abilities, needs, and budgets of municipal agencies.

The Engineer's cost estimate will also be updated to reflect the revised quantities of work depicted on the plans. It is assumed that the Town will require a 10-day review/comment period once the 65% PS&E package is submitted.

**Deliverables:**


-  Tabulated response-to-comments at 35% PS&E Review meeting
-  35% Plans (electronic - pdf)
-  Technical Specifications
-  Engineer's Estimate of Probable Construction Cost.

**TASK 3C – 100% PS&E**

The 100% PS&E will be revised to incorporate comments received from the Town. NCE will again meet with the Town to review these comments, from which the final (Bid Set) PS&E will be prepared. Similar to 100% PS&E, NCE will provide a response to each comment that is included in a comment table provided by the Town. The final (Bid Set) PS&E will include all notes and details necessary for construction. One reproducible copy of the final (Bid Set) PS&E will then be packaged and submitted similar to the 100% PS&E unless directed otherwise. Upon receipt of the Town final review comments, the project documents will be finalized for bidding purposes.

A final quantity calculation will be tabulated, and this will be entered into the final Engineer's cost estimate for the project. All final documents will be reviewed, stamped, and signed by NCE's registered civil engineer, and the final PS&E will be delivered to the Town in both hard copy and electronic formats.

**Deliverables:**





-  One wet- signed and one electronic file of the final plans, technical specifications, and engineer's estimate. The electronic files for the final construction plans, specifications, and engineer's estimate will be in AutoCAD 2018 or later version, Microsoft Word, and Microsoft Excel, respectively.

#### **TASK 4 – CONSTRUCTION ADMINISTRATION**

##### **TASK 4A – BIDDING SUPPORT SERVICES**

Services during advertisement and bidding include assistance during the pre-bid conference, responding to questions received about the project design, and preparation of any addenda and/ or clarifications to the PS&E that are deemed necessary. NCE can also assist the Town in determining the responsiveness of bids received, with checking and tabulating bid results, and with developing recommendations for award of a construction contract to the Town Council.






##### **Deliverables:**

-  Attend pre-bid meetings
-  Prepare responses to questions received regarding project design
-  Prepare bid addenda as necessary
-  Provide assistance with bid responsiveness (as needed).

##### **TASK 4B – CONSTRUCTION SUPPORT SERVICES**

NCE will provide support services to the Town during the construction phase of the project. At a minimum, these services are anticipated to include attendance at the pre-Construction Conference, reviewing Contractor submittals and responding to Contractor requests for information, field marking and verifying measurement of base repair (digout) areas, providing recommendations for any necessary construction changes due to unforeseen field conditions, assisting with the review of Contract Change Orders, participate in the final inspection and assistance with identifying punch list items, and preparation of Record Drawings from marked as-built plans supplied by the Town's Contractor. The Record Drawings will be furnished to the Town in both printed and electronic formats.

##### **Deliverables:**

-  Attend pre-construction conference
-  Assist with the review of contractor submittals and RFIs as necessary
-  Provide recommendations for any necessary construction changes due to unforeseen conditions
-  Assist with review of contract change orders
-  Upon receipt from the contractor of redlines, record drawings in full- size hardcopy (1 copy, 22" x 34"), pdf, and CAD format.

#### **TASK 5 – OPTIONAL ADDITIONAL SERVICES**

The Town has requested clarification on issues that have the potential to arise during design and for one or both of the alternatives under consideration. The following supplements our original proposal to improve expectations should unforeseen circumstances arise. Two general areas of concern are environmental resource determinations and right-of-way engineering. These are outlined below.

##### **TASK 5A-ENVIRONMENTAL SERVICES**





At the discretion of the Town, NCE can conduct up to three (3) pre-construction nesting bird surveys as additional service and is included as an additional cost in our fee estimate. While these surveys are not

required, if there is the potential to impact nesting migratory birds in the project area, the Town should consider completing these surveys to minimize the risk of a nesting migratory bird take, a potential violation of federal and state laws protecting migratory birds. The intent of the pre-construction surveys is to verify no nesting migratory birds will be impacted by construction activities (e.g., tree removal, vegetation trimming or removal, or ground disturbance). Following each nesting bird survey or once all pre-construction surveys have been completed, NCE will prepare a brief letter report detailing the findings from the pre-construction survey. NCE assumes no nesting birds will be found.

Other environmental services may be required for NEPA compliance if federal funding is secured. These would include defining the Area of Potential Effect (APE), drafting and finalizing a Natural Environmental Study (NES) - Minimal Impact, and finalizing the Preliminary Environmental Study (PES).

We judge based on the type of roadway repair work to be completed we have developed the appropriate scope of environmental document services and in the less likely event additional cultural and biological resources and/or permitting are required beyond our current assumptions these services can be provided for additional scope and fee not currently estimated herein.

**Deliverables:**

-  Nesting bird survey letter report.
-  APE concurrence
-  NES-MI – draft and final
-  PES – draft and final

**TASK 5B-ROW ENGINEERING SERVICES**

The Geotechnical Alternatives Report identified two parcels encroaching into the operating right-of-way of the roadway. Our surveyor has identified the APNs for these parcels. While one of the parcels is owned by the Town, the other is identified as a private party. If necessary, a title reports will be obtained by our surveyor. In the unlikely event that the private party encroachment cannot be resolved by the topographic survey, ROW mapping, and title reports ROW services will be completed.






Depending on project needs and discussions with the private property owner, to secure the rights necessary for the project a permanent easement, temporary construction easement, and or partial fee acquisition may be required. For properties less than \$10,000 a valuation can be used in-lieu of appraisal. Should the property be over this threshold then an appraisal would be conducted. Services included for ROW would include the following for any rights needed:

1. Initial research and review of all parcel conditions including title review for potential encumbrances that would impact any acquisition.
2. An initial valuation estimate to determine if an appraisal is necessary for the rights seeking to be acquired.
3. Initial meeting with the property owner at the property to review the plans for the project, the impact to their property, discuss their concerns, and collect information germane to the valuation and negotiations.
4. Engage in information exchange and negotiations with the property owner necessary to secure agreements for rights needed.



6. Coordinate any appraisals needed with the owner and appraiser. Or prepare a valuation in-lieu of appraisal.
7. Prepare offer package including all documents needed to acquire and close any acquisitions.
8. Negotiate in good faith with the owner.
8. Participate in meetings with the Town's legal counsel and any study sessions with the Town Council needed.
9. Open and coordinate escrows including and reconveyances.

\ In support of any necessary acquisition or easement our surveyor would prepare legal descriptions for the deed and plats. In the unlikely event of an issue developing with the parcel owned by the Town or annexed roadway area from the County our right-of-way consultant can also assist in attending meetings, performing negotiations with the County, release of rights or abandonments, and reconveyances.

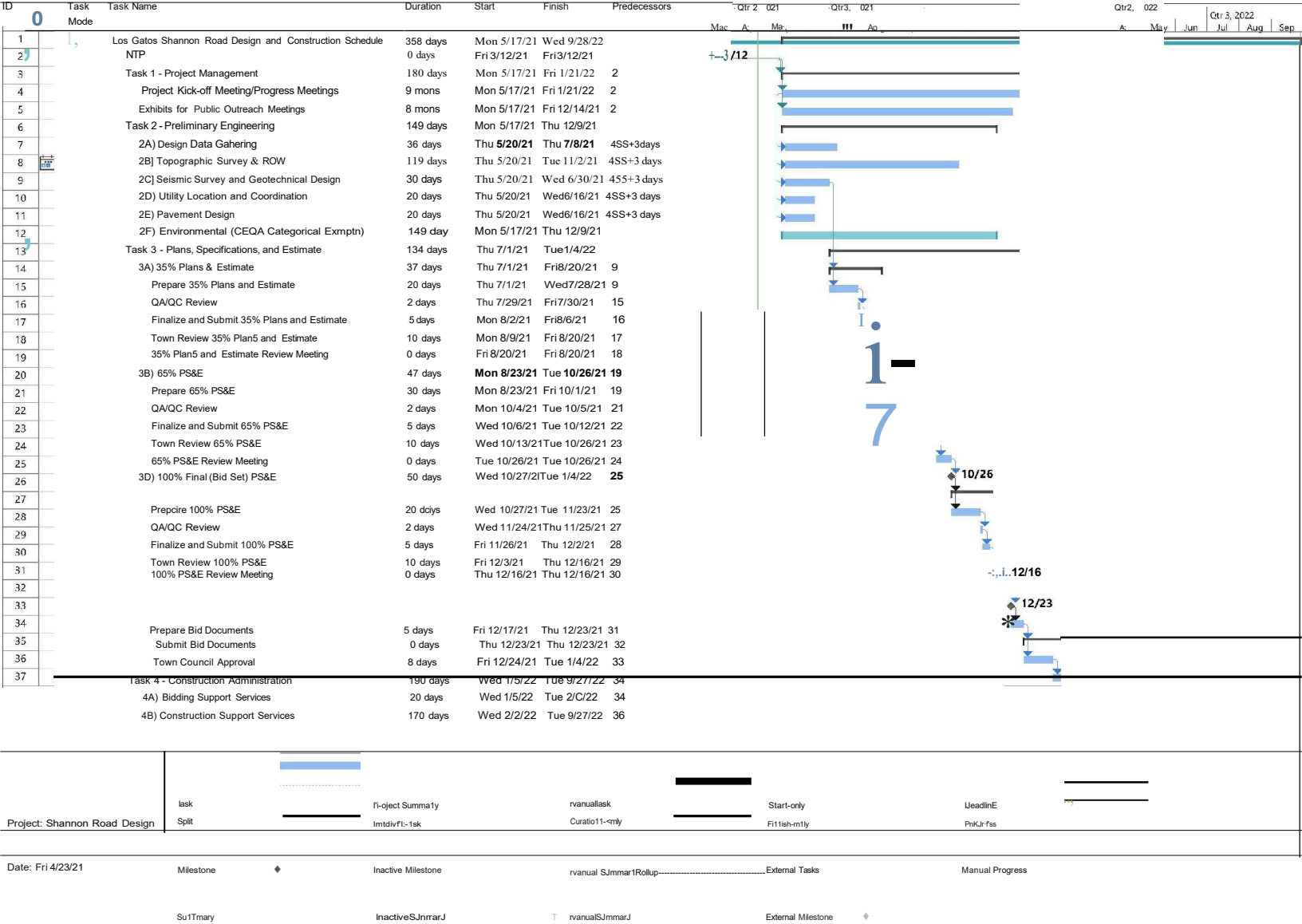
-  Property Valuation and/or Appraisal
-  Title Report(s)
-  Legal Descriptions and Plats
-  Meetings and Negotiations
-  Land Rights Acquisition for Permanent Easement, Temporary Easement and/or Partial Fee Acquisition

## PROJECT SCHEDULE

The intent of this design schedule is to complete construction documents within 5 to 6 months for winter bidding or earlier if possible and desired by the Town, which can be discussed further and confirmed with project objectives during project kick-off. Winter bidding will allow the Town to secure more competitive bidding but places construction in later winter/ early spring months, which may entail working day stoppages and delays depending on weather constraints.



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## COST PROPOSAL

The following represent hourly rates for NCE and our team members:



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### SCHEDULE OF CHARGES 2020

#### PROFESSIONAL SERVICES

Principal .....	\$265/hour
Associate.....	\$215/hour
Senior .....	\$185/hour
Project.....	\$160/hour
Staff.....	\$140/hour

#### TECHNICAL SERVICES

Senior Construction Manager* .....	\$140/(\$165-PW)/hour
Senior Designer.....	\$150/hour
CADD Designer.....	\$130/hour
Senior Technician*.....	\$125/(\$150-PW)/hour
Construction Inspector*.....	\$125/(\$150-PW)/hour
CAD Technician .....	\$115/hour
Senior Field Scientist.....	\$120/hour
Field Scientist.....	\$100/hour
Project Administrator.....	\$105/hour
Field/Engineering Technician*.....	\$100/(\$125-PW)hour
Technical Editor.....	\$95/hour
Clerical .....	\$85/hour

#### CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

#### LITIGATION SUPPORT

Engineer/Scientist.....	\$300/hour
Court Appearances & Depositions .....	\$500/hour

#### EQUIPMENT

Plotter Usage .....	(separate fee schedule)
Truck.....	\$100/day
Automobile .....	IRS Standard Mileage Rate+ 15%
Falling Weight Deflectometer Testing.....	\$3,500/Day
Coring.....	\$4,500/Day
Environmental Equipment .....	(separate fee schedule)

#### OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. .... cost + 15%

#### COMMUNICATION/ REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying ..... project labor charges x 5%

#### TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

\*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.  
Engineering & Environmental Services

[www.ncenet.com](http://www.ncenet.com)

Richmond, CA  
501 Canal Blvd., Suite I  
Richmond, CA 94804  
(510) 215-3620



2020-2021  
(July 2020 through June 2021)

### Hourly Billing Rates

Classification	Hourly Rate
Principal	\$180.00 - \$350.00
Senior Associate	\$185.00 - \$340.00
Associate	\$170.00 - \$245.00
Senior Engineer/Planner	\$135.00 - \$215.00
Engineer/Planner	\$115.00 - \$165.00
Senior Engineering Technician	\$145.00 - \$195.00
Senior Project Accountant	\$160.00 - \$165.00
Senior Project Coordinator	\$120.00 - \$165.00
Project Coordinator	\$85.00 - \$150.00
Technician	\$115.00 - \$160.00
Intern	\$90.00 - \$115.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (56 cents per mile as of Jan 2021).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*



Land Surveying • Mapping • Planning

**FEE SCHEDULE**  
**Effective January, 2021**

Principal Land Surveyor	\$180.00 per hour
Project Manager	\$155.00 per hour
Survey Technician	\$140.00 per hour
Clerical	\$ 70.00 per hour
1-Man Crew (including robotic equipment)	\$195.00 per hour
2-Man Crew (including conventional equipment)	\$290.00 per hour
2-Man GPS Crew (including up to 4 receivers)	\$300.00 per hour

**OTHER SERVICES**

Consultants, Special Equipment, Reproductions, Materials, and other outside charges	Cost + 10%
Mileage	\$0.54 per mile



## Schedule of Charges 2021

<b>Personnel</b>	<b>2021 Rates/Units</b>
Senior Principal Engineer/Geologist	\$ 290 per hour
Principal Engineer/Geologist	\$ 245 per hour
Associate Engineer/Geologist	\$ 220 per hour
Senior Engineer/Geologist	\$ 205 per hour
Project Engineer/Geologist	\$ 165 per hour
Staff Engineer/Geologist	\$ 150 per hour
Technician (Straight rate prevailing wage)	\$ 135 per hour
Senior GIS/CADD Specialist	\$ 145 per hour
GIS/CADD Specialist	\$ 130 per hour
UAS Manager	\$ 160 per hour
Project Assistant	\$ 100 per hour
Administration/Clerical	\$ 90 per hour
Special Inspector (Straight rate prevailing wage; no 4-hr min)	\$ 140 per hour
Deposition/Court Testimony (minimum 4 hours)	\$ 410 per hour

<b>Field and Laboratory Tests</b>	<b>2021 Rates/Units</b>
Concrete Compressive Strength Testing	\$ 41 per cylinder
Moisture Content (ASTM D 2216)	\$ 24 per test
Moisture & Density (ASTM D 4318)	\$ 32 per test
Atterberg Limits (ASTM D 4318)	\$ 208 per test
Compaction Curve, 4" mold (ASTM D 1557)	\$ 264 per test
Compaction Curve, 6" mold (ASTM D 1557)	\$ 326 per test
Wash over #200 Sieve (ASTM D 1140)	\$ 73 per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$ 152 per test
Sieve & Hydrometer (ASTM D 422)	\$ 236 per test

<b>Reimbursables</b>	<b>2021 Rates/Units</b>
Mileage (per allowable federal)	\$0.56 per mile
Nuclear Gage	\$ 59 per day
Inclinometer	\$ 201 per day
Vane Shear Device	\$ 116 per day
UAS Equipment	\$ 371 per day
GNSS Mapping Equipment	\$ 212 per day

1. **Professional Services** - These are "all-up" rates, and include direct salary cost, overhead, general and administrative costs not separately accounted for, and profit. They shall remain in effect through December 31, 2021. Ongoing work continuing beyond December 31, 2021 will be invoiced at the applicable new year's rate.
2. **Travel Time** - Travel time will be charged at regular hourly rates, not to exceed eight (8) hours per day.
3. **Expenses** - All direct costs will be billed at actual cost plus 10%, unless there is explicit agreement otherwise. Direct costs include:
  - Third party services – Fees for subcontracted third party services (including drilling and backhoe services, special consultant fees, permits, special equipment rental, overnight mail or



## Schedule of Charges 2021

- messenger services and other similar project related costs)
  - Travel expenses, including airfares, hotel, meals, ground transportation, and miscellaneous expenses.
  - Reproduction costs, including photocopy, blueprints, graphics, photo prints or printing.
- 4. **Subconsultants** - To the extent that it becomes necessary to use subconsultants, Client will be invoiced at cost plus 10% to cover insurance liability and other overhead costs.
- 5. **Accounting** - The cost of normal accounting services for invoicing has been considered in the overhead expense which is included in the above hourly rates. Additional requirements for invoice verification, such as copies of time sheets, detailed expense records, and supplemental daily work justification will be billed on an hourly basis.

NCE will provide the defined scope of work on a lump sum basis for an estimated fee of \$444,400. The price breakdown by task is attached. Total compensation will not exceed the amounts set forth without receipt of prior written authorization from the Town.





**Collaboration. Commitment. Confidence:**

**Town of Los Gatos  
Shannon Road Repair Project  
Fee Estimate  
April 26, 2021**

[illegible]





Collaboration. Commitment. Confidence.<sup>SM</sup>

The NCE team is excited to have this opportunity to complete construction documents for the Shannon Road Repair project based on the work we have already completed to date. As a principal with NCE, I am authorized to sign contracts on behalf of NCE and will be the point of contact should you have questions. I can be reached via phone at (510) 215-3620 or via email at [rshafer@ncenet.com](mailto:rshafer@ncenet.com) or via mail at NCE, 501 Canal Boulevard, Suite I, Richmond, CA 94804. NCE looks forward to your favorable review of our qualifications and continuing our work with the Town.

Sincerely,

NCE

A handwritten signature in blue ink that reads "J. Ryan Shafer".

J. Ryan Shafer, PE, GE  
Principal

A handwritten signature in blue ink that reads "Lee Taubeneck".

Lee Taubeneck, PE  
Project Manager

Attachments:

A. Key Staff Resumes



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Ms. Janice Chin  
Assistant Engineer  
Town of Los Gatos  
41 Miles Avenue  
Los Gatos, California 95030

July 3, 2023  
Project No: 58.20.55

RE: **Budget Amendment No. 1**  
**Shannon Road Repair Project**

Dear Ms. Chin,

This letter provides formal documentation of NCE's prior discussions with the City regarding a requested Budget Amendment No. 1 for the Shannon Road Repair Project. The budget amendment reflects the additional work added after completion of the 65% PS&E as follows:

**1) Revised 65% PS&E:**

- a. NCE submitted 65% PS&E documents and subsequent to this submittal based on stakeholder and Town comment the Town requested the following:
  - i. Analysis of bike pull-out alternative relocation  
Cost: NCE \$1,500, Fehr and Peers \$3,000
  - ii. Bike pull-out redesign revising grading, wall alignment, and wall structural design  
Cost: NCE \$10,500, CE&G \$8,000

**Total Cost: \$23,000**

**2) Road Closure:**

- a. Previously NCE and Fehr and Peers had prepared two-stage traffic handling plans with the intent to maintain one lane of travel on Shannon Road during construction. The Town subsequently made the decision to allow full closure of the road to allow for more efficient construction with the goal of reducing construction costs and duration. Fehr and Peers Fehr & Peers will prepare a detour plan for the proposed road closure of Shannon Road during construction for the recommended detour route via Blossom Hill Road, Camden Avenue, and Hicks Road for a 100% submittal and a final submittal. Fehr and Peers will also conduct a review of the technical specifications to be used for the project.  
Cost: Fehr and Peers \$11,000
- b. With a full road closure NCE will revise the pavement section to be Full Depth Reclamation for the entire roadway not just the west bound lane as previously planned. This will require revisions to pavement section, quantities, and specifications.  
Cost: NCE \$1,500

**Total Cost: \$12,500**

**3) Additional 100% PS&E Tasks:**

- a. NCE will need design additional design elements as follows:
  - i. Revised terminal guard rail design west of Diduca Way to accommodate guy wire pole that is in close proximity to roadway that is beyond the wall limits (outside of project) but impacts the end of the guard rail.
  - ii. Revised culvert drainage pipe inlet to allow for permeable treatment, placement of drainage pipe below the ground surface, and direction of stormwater into existing bioswale area below the roadway.

Cost: NCE \$7,000

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**Total Cost: \$7,000**

To accommodate the additional work, we are requesting our budget be amended by \$42,500 for items 1,2 and 3. If you have any questions or would like to discuss this request, please contact the undersigned at (510) 215-3620.

Sincerely,



NCE

J. Ryan Shafer, PE GE, Principal