

CITY OF YUBA CITY
STAFF REPORT

Date: April 5, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Proposition 1 Integrated Regional Water Management Round 1 Grant Projects

Recommendation: Adopt a Resolution which takes the following actions:

A. Approves a Professional Services Justification and awards a Professional Services Agreement to West Yost & Associates, Inc. of Davis, CA in the amount of \$180,093 for development of plans and specifications, required permit applications, and other services for the City's two Proposition 1 Integrated Regional Water Management Round 1 Grant Projects: Project 4 North Gilsizer Detention Basin Improvements Project and Project 5 Lincoln Road Trash Capture Device in Gilsizer Slough Project with a finding that it is in the best interest of the City

B. Authorizes the City Manager to execute the Professional Services Agreement on behalf of the City, subject to review and approval as to legal form by the City Attorney

Fiscal Impact: \$180,093 – Total Professional Services Cost
 \$119,714.65 – Account No. 951296 (Project 4) – State Funds
 \$60,378.40 – Account No. 951297 (Project 5) – State Funds
 \$16,342.00 – Account No. 1930-62701 (Task 7) – Local Funds

Purpose:

To minimize adverse water quality impacts from point sources to surface and groundwater and to improve and protect riparian and fish habitat, and fish passage by the removal of trash debris.

Council's Strategic Goals:

The projects address the City Council's Strategic Goal of Improving Infrastructure.

Background:

The City of Yuba City is a stakeholder in the North Sacramento Valley (NSV) Integrated Regional Water Management (IRWM) region, which includes Butte, Colusa, Glenn, Shasta, Sutter, and Tehama Counties.

In 2019, Butte County was the lead agency for the NSV IRWM Proposition 1 Round 1 grant funding application. Butte County examined various stakeholder's projects that have been identified in approved Storm Water Resource Plans (SWRP) from various NSV IRWM stakeholders. Two of the City's SWRP projects were selected to be included in Butte County's NSV IRWM Proposition 1 Round 1 grant application: Project 4 Gilsizer North Detention Basin Improvement Project (Project 4) and Project 5 Lincoln Road Trash Capture Project in Gilsizer Slough at Lincoln Road (Project 5). The City's projects were awarded funding by DWR in the amount of \$970,700 on July 3, 2020.

Project 4 involves improvements to the detention basin east of the City's Corporation Yard, constructing a cover for the existing fuel station at the Corporation Yard, and installation of retractable tarps for bulk material storage areas at the Corp Yard. Project 5 involves installing a full capture trash capture device to a newly constructed concrete pad at the bottom of Gilsizer Slough downstream of Lincoln Rd. Refer to Attachment 2 for a location map showing these two projects.

On July 20, 2021, Council authorized the City Manager to enter into a Subrecipient Agreement with Butte County allowing allocation of the grant funds for these projects.

Analysis:

Due to existing Engineering staffing commitments, an engineering consultant is needed to develop plans, specifications, and permit applications for the projects to meet grant timelines. West Yost & Associates Inc. (West Yost) developed the City's SWRP that included preliminary plans for the two awarded projects in 2018. West Yost is a sole source vendor for the City and is uniquely qualified to perform the work because of their familiarity with the projects, the City's SWRP, and their expertise in the subject matter. Additionally, there was insufficient time for staff to solicit and review the minimum amount of proposals required under the City's purchasing policy.

Staff requested and received a detailed proposal from West Yost for the work. West Yost's rates and level of effort were found to be cost competitive and consistent with the grant requirements. The City will be billed only for actual costs.

Due to the increased growth the City has had in recent years, West Yost & Associates also included an additional optional task to model flows in Gilsizer Slough at the two project locations under two scenarios: 1) existing land uses and resulting impacts to water surface elevations 2) if undeveloped parcels were developed and how that would impact water surface elevations in Gilsizer Slough. Modeling of the trash capture devices is required for the full capture certification from the State, and although modeling with full buildout of undeveloped land isn't required for the State's full capture certification, it is in the best interest of the City to proceed with having West Yost proceed with Task 7 for an additional \$16,342 to help improve the design of the trash capture device to avoid failure in the future as the City becomes more developed. Staff recommends authorizing this task to confirm future development conditions can be appropriately identified in a timely manner.

Fiscal Impact:

The total contract cost is \$180,093 including the optional task to model flows in Gilsizer Slough. The Finance Director will make the necessary supplemental appropriations to receive grant funds in accordance to Resolution No. 21-101. The optional task will be funded through Engineering Professional Services (Account No. 1930-62701) utilizing salary savings.

Alternatives:

Do not adopt the Resolution and direct staff to pursue other options, resulting in the potential of

forfeiting grant funds if projects do not stay on schedule.

Recommendation:

Adopt a Resolution which takes the following actions:

1. Approves a Professional Services Justification and awards a Professional Services Agreement to West Yost & Associates, Inc. of Davis, CA in the amount of \$180,093 for development of plans and specifications, required permit applications, and other services for the City's two Proposition 1 Integrated Regional Water Management Round 1 Grant Projects: Project 4 North Gilsizer Detention Basin Improvements Project and Project 5 Lincoln Road Trash Capture Device in Gilsizer Slough Project with a finding that it is in the best interest of the City.
2. Authorizes the City Manager to execute the Professional Services Agreement on behalf of the City, subject to review and approval as to legal form by the City Attorney.

Attachments:

1. Resolution - Proposition 1 Integrated Regional Water Management Round 1 Grant Projects
2. Exhibit A - Professional Services Agreement with Scope of Services
3. Location Map

Prepared By:
William Jow
Assistant Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A PROFESSIONAL SERVICES JUSTIFICATION, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO WEST YOST & ASSOCIATES, INC. FOR THE DEVELOPMENT OF PLANS AND SPECIFICATIONS, PERMIT APPLICATIONS, AND OTHER SERVICES FOR THE PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT PROJECTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBJECT TO REVIEW AND APPROVAL AS TO LEGAL FORM BY THE CITY ATTORNEY

WHEREAS, it is in the best interest for the City to minimize adverse water quality impacts, improve and protect riparian and fish habit, and fish passage by the removal of trash debris; and

WHEREAS, West Yost & Associates, Inc. of Davis, CA (West Yost) developed preliminary plans for Project 4 North Gilsizer Detention Basin Improvement Project and Project 5 Trash Capture Device at Lincoln Road in Gilsizer Slough to achieve said water quality, riparian, and habitat improvements; and

WHEREAS, the City is a Stakeholder in the North Sacramento Valley (NSV) Integrated Regional Water Management (IRWM) region; and

WHEREAS, Butte County is the grantee of the Proposition 1 Round 1 IRWM grant funds awarded to the NSV IRWM region from the Department of Water Resources; and

WHEREAS, the City has entered into a Subrecipient Agreement with Butte County to allocate said grant funds for two of the City's IRWM projects; and

WHEREAS, West Yost developed the City's Stormwater Resource Plan (SWRP); and

WHEREAS, West Yost is uniquely qualified to develop Plans and Specifications, required permit applications, and other services for the two projects based on its familiarity with the project's preparation of the SWRP, and expertise in the area; and

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The foregoing recitals are true and correct.
2. A Professional Services Agreement is hereby awarded to West Yost & Associates, Inc. of Davis, CA for the development of Plans and Specifications, permit applications, and other services in the amount of \$180,093, subject to material terms, with the finding that it is in the best interest of the City.
3. The City Manager is hereby authorized to execute the agreement on behalf of the City, subject to review and approval as to legal form by the City Attorney.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of April, 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):
Exhibit A – Professional Services Agreement

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Yuba City, a municipal corporation ("City") and West Yost & Associates, Inc. ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Scope of Services
(Attachment 1)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$572,498 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use

City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel

independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.
14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement

without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____

By _____

**Diana Langley
City Manager
City of Yuba City**

**Jeff Pelz
Principal-in-Charge
West Yost & Associates, Inc.**



2020 Research Park Drive
Suite 100
Davis CA 95618

530.756.5905 phone
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westyost.com

March 16, 2022

SENT VIA: EMAIL

Mr. William Jow
Assistant Engineer
City of Yuba City
Public Works Department
1201 Civic Center Blvd.
Yuba City, CA 95993

SUBJECT: Proposal for Engineering Services for Design of the Gilsizer North Detention Basin Improvements and the Gilsizer Slough at Lincoln Road Improvements

Dear William:

West Yost is pleased to provide the City of Yuba City (City) with this proposal to prepare plans, technical specifications, and cost estimates and to provide permitting services for the Design of the Gilsizer North Detention Basin Improvements and the Gilsizer Slough at Lincoln Road Improvements (Projects). West Yost is uniquely qualified to efficiently design these projects because we prepared predesign level Technical Memoranda (TMs) on each project on June 28, 2018, and because we developed the Gilsizer Slough drainage model, which will be used to verify design level water surface elevations and flow rates. This proposal covers design services based on the predesign TMs. The proposed scope of services, budget, and schedule are described below. Two days of surveying will be performed by Slooten Surveying as a subconsultant to West Yost. All geotechnical engineering work will be performed by Geocon Consultants, Inc. (GCI) as a subconsultant to West Yost (see Attachment A). All structural design work will be performed by VE Solutions (Bradley A. Freiderichs, SE) as a subconsultant to West Yost (see Attachment B). The Environmental Permitting will be performed by Dokken Engineering as a subconsultant to West Yost (see Attachment C).

SCOPE OF SERVICES

The scope of services is described below by work task.

Task 1. Project Management and Meetings

We will manage the project and project staff to ensure the project remains on budget and on schedule.

We will conduct a kickoff meeting with City staff (and County staff if they choose to participate in the design effort). The kickoff meeting will be conducted in-person and will include a site visit to each project site and improvement location. We will also discuss options for bidding and constructing the projects. We will prepare a summary of the kickoff meeting for review and approval by the City.

We will also conduct: 1) a 50% design review meeting via Microsoft Teams; 2) an on-site 90% design review meeting; and 3) a 100% design review meeting via Microsoft Teams. The purpose of the design review meetings is to obtain City (and County) comment on the design submittals.

Task 1 Deliverables

- Meeting agenda and notes

Task 2. Data Collection (Design Level Surveys and Geotechnical Evaluations)

All surveying will be performed by Slooten Surveying as a subconsultant to West Yost. Slooten Surveying will perform design level surveying of the Corp Yard fueling area, the North Gilsizer Detention Basin and Pump Station, and the Gilsizer Slough at Lincoln Road to 200 feet south of Lincoln Road.

All geotechnical engineering work will be performed by GCI. GCI will perform the geotechnical investigation at the Corp Yard fuel area for design of the fuel area roof. The geotechnical evaluation will include:

- Performing up to two borings at the Corp Yard fuel area
- Performing Laboratory testing to prepare design parameters
- Preparing a geotechnical engineering report

Task 2 Deliverables

- Topographic Survey in AutoCAD format
- Geotechnical Report

Task 3. Design of Trash Capture Facilities and Gilsizer North Detention Basin Improvements

This task includes design of the following items:

- Trash capture screen in Gilsizer Slough just south of Lincoln Road.
- Trash capture screen at the inlet to the North Gilsizer Detention Basin Pump Station.
- Bioswales from each storm drain outlet to the North Gilsizer Detention Basin trash capture screen. Culverts will be included in the bioswales to ensure vehicle access to all areas of the basin.
- Filling of the existing low flow channels in the bottom of the existing North Gilsizer Detention Basin.
- If authorized, grading the bottom of the basin to increase the storage volume to mitigate for future development in the tributary watershed (see optional subtask below).

The predesign TM also shows a baseball diamond and a pedestrian access gate from the existing nearby baseball fields in the project, but these two improvements are not included in this design task.

The design will include the following sheets:

- G1 – Title Sheet and Location Maps
- G2 – Abbreviations, Notes, and legend
- G3 – Overall Plan, Key Map, and Survey Control

- C1 – Gilsizer North Detention Basin Grading Plan (at 1 inch = 40 feet)
- C2 – Gilsizer North Detention Basin Bioswale Details and Sections (including seed mix)
- C3 – Gilsizer North Detention Basin Trash Screen Details and Sections
- C4 – Gilsizer Slough South of Lincoln Road Trash Screen Details and Sections
- S1 – Trash Screen Structural Design
- S2 – Trash Screen Structural Notes

The 65% design submittal will include Sheets G1 through C4. The 90%, 100%, and Final (for bid and construction) submittals will include all the design sheets (including Sheets S1 and S2).

We will prepare and submit draft technical specifications with the 90% design and final technical specifications with the 100% design. The following technical specifications are anticipated.

- 01010 Summary of Work
- 01140 Work Sequence and Constraints
- 01200 Measurement and Payment
- 01322 Construction Schedule
- 01325 Field Engineering
- 01330 Contractor Submittals
- 01450 Quality Control
- 01505 Mobilization
- 01500 Construction Facilities and Utilities
- 01560 Environmental Controls
- 01570 Storm Water Quality Control
- 01770 Project Closeout
- 01780 Record Drawings
- 01910 Hazardous Material Procedures
- 02017 Geotextile Fabrics
- 02081 Controlled Low Strength Material
- 02221 Demolition, Salvage, and Abandonment
- 02241 Control of Water
- 02200 Site Preparation
- 02260 Excavation Support and Protection
- 02300 Earthwork
- 02950 Site Restoration
- 02385 Rock Slope Protection
- 02925 Hydroseeding
- 03301 Cast-in-Place Concrete (for small projects)
- 05100 Structural Metals
- 02635 Reinforced Concrete Pipe
- 05501 Anchor Bolts

An Opinion of Probable Construction Cost (OPCC) will be prepared and submitted with the 50% and 90% submittals

Task 3 Deliverables

- Concept Drawings
- 50% Drawings and OPCC
- 90% Drawings, Technical Specifications, and OPCC
- 100% Drawings and Technical Specifications
- Final Submittal Including Signed Drawings and Signed Technical Specifications

Task 3 Assumptions

- All submittals will be in electronic PDF format

Task 4 Design of Corp Yard Improvements

This task includes design of the following items:

- Retractable tarps for material storage areas
- Permanent roof over Corp Yard fuel station and drainage and water quality requirements consistent with the Fueling Area design guidelines in the Sacramento Region Stormwater Quality Design Manual (to the extent possible given the existing site constraints)

The design will include the following sheets:

- G1 – Title Sheet and Location Maps
- G2 – Abbreviations, Notes, and legend
- G3 - Overall Plan, Key Map, and Survey Control
- C1 – Retractable Tarps and Associated Details
- C2 – Fueling Area Site Plan and Grading
- C3 – Fueling Area Details and Sections
- S1 – Fueling Area Roof Structural Design
- S2 – Fueling Area Structural Notes

The 50% design submittal will include Sheets G1 through C3. The 90%, 100%, and Final (for bid and construction) submittals will include all the design sheets (including Sheets S1 and S2).

We will prepare and submit draft technical specifications with the 90% design and final technical specification with the 100% design. The following technical specifications are anticipated.

- 01010 Summary of Work
- 01140 Work Sequence and Constraints
- 01200 Measurement and Payment
- 01322 Construction Schedule
- 01325 Field Engineering
- 01330 Contractor Submittals
- 01450 Quality Control
- 01505 Mobilization
- 01500 Construction Facilities and Utilities
- 01560 Environmental Controls
- 01570 Storm Water Quality Control
- 01770 Project Closeout
- 01780 Record Drawings
- 01910 Hazardous Material Procedures
- 02017 Geotextile Fabrics
- 02221 Demolition, Salvage, and Abandonment
- 02200 Site Preparation
- 02260 Excavation Support and Protection
- 02300 Earthwork
- 02950 Site Restoration
- 2953 Pavement Restoration
- 03301 Cast-in-Place Concrete (for small projects)
- 05100 Structural Metals
- 05120 Structural Steel
- 05300 Steel Roof Deck
- 05501 Anchor Bolts

An OPCC will be prepared and submitted with the 50% and 90% submittals

Task 4 Deliverables

- Concept Drawings
- 50% Submittal including C- Drawings and OPCC
- 90% Submittal Including all Drawings, Draft Technical Specifications and OPCC
- 100% Submittal Including all Drawings and Final Technical Specifications
- Final Submittal Including Signed Drawings and Signed Technical Specifications

Task 4 Assumptions

- All submittals will be in electronic PDF format

Task 5. Environmental Permitting Support

The following permits are anticipated for the Lincoln Road Trash Capture Screen and potentially also for the Gilsizer North Detention Basin Improvements:

- Pre-Application Agency Coordination
- California Department of Fish and Wildlife Stream Bed Alternation Agreement
- Clean Water Act Section 401 Certification

As a subconsultant to West Yost, Dokken Engineering will provide initial coordination with the permitting agencies, prepare the permit applications, and provide follow-up coordination with the permitting agencies. If needed, the Clean Water Act Section 404 USA Army Corps of Engineers permit application has been included as an optional task (Task 7 below).

This proposal does not include a California Environmental Quality Act (CEQA) evaluation nor associated cultural or biological data base evaluations or site-specific field evaluation. The City is to provide copies of the needed CEQA evaluation and associated studies for use for the environmental permitting applications and support.

Task 5 Deliverables

- Permit Pre-Application Coordination Summary emails, CDFW Streambed Alteration Agreement Application, CWA Section 401 Certification Application.

Task 6. Project-Specific Full Capture System Certification Application (Updated April 2021) Support

We will review the previously approved trash screens and devices that could be used at each of the trash capture sites (see [Certified Full Capture System List of Trash Treatment Control Devices](#)). We will also review the requirements for use of a detention basin for trash capture (see [Detention Basins Multi-Benefit Trash Treatment Systems](#)). We will try to identify trash screen technologies that have already been approved by the State and are suitable for use at each trash screen site. If approved technologies are available, we will discuss their use with you and jointly determine if the approved technologies should be used in the Task 2 design drawings. If no suitable technology exists already, we will prepare a Project-Specific Full Capture System Certification Application, including the required information that can be developed with the drainage model and the design effort. However, there may be some data that West Yost won't be able to generate, like the field/lab testing Information and analysis. Because it is

currently unclear if approved technologies are available or how much effort will be needed to gain approval of site-specific designs, we have allocated up to 24 hours for this task. We will not expend more than 24 hours of effort without your prior approval.

Task 6 Deliverables

- Project-Specific Full Capture System Certification Application 50% Submittal including C- Drawings and OPCC

Task 6 Assumptions

- Application will be submitted if no Certified Full Capture System Trash Treatment Control Devices are suitable for the Project
- Some data required for the application will need to be provided by others.

Task 7. Optional Tasks

Grade the basin to provide adequate additional detention storage to mitigate for development of the currently undeveloped parcels within the tributary watershed

If this optional subtask is authorized, we will run the drainage model for existing conditions and with full development of all the currently undeveloped parcels in the watershed tributary to the North Gilsizer Detention Basin for the 100-year storm. Using the model results, we will calculate the increase to the basin volume needed to mitigate for the development. We will document this evaluation (including a map of the parcels that are undeveloped now and assumed to develop in the future) in a concise TM. We will grade the basin to include the required increase in storage volume. The purpose for doing this grading is to eliminate one potential obstacle to future development (flood-related impacts from increased flows to the basin from development). Nevertheless, the development could result in other impacts that would still need to be mitigated (like increased flow in the tributary storm drains).

Although probably not needed, preparation of the Clean Water Act Section 404 Permit application is included as an optional task.

BUDGET AND SCHEDULE

The proposed budget is shown in Table 1 by task. West Yost will perform the scope of services described above on a time-and-expenses basis at the billing rates set forth in West Yost's attached Billing Rate Schedule (Attachment D). Any additional services not included in this Scope of Work will be performed only after receiving a written amendment to the contract. The budget shown in Table 1 does not include the optional task. The budget for the optional task is \$16,342. We will only perform the optional task work with written approval from the City.

The schedule is based on receiving a fully executed contract and notice to proceed by April 1, 2022.

Table 1. Budget and Schedule Summary		
Task	Schedule	Cost, dollars
Task 1. Project Management and Meetings	On-going, meetings coordinated with design submittals	20,730
Task 2. Data Collection (Design Level Surveys and Geotechnical Evaluations)	Surveying: April 30 Geotechnical Report: May 30	14,789
Task 3. Design of Trash Capture Facilities and Gilsizer North Detention Basin Improvements	Concepts: April 11 65%: May 30 90%: June 30 100%: July 22 Final Design: August 19 Draft Technical Specs: June 30 Final Technical Specs: July 22 Optional Task: April 30	62,863
Task 4. Design of Corp Yard Improvements	Concepts: April 11 50%: May 30 90%: June 30 100%: July 22 Final Design: August 19 Draft Technical Specs: June 30 Final Technical Specs: July 22	35,787
Task 5. Environmental Permitting Support	Draft Applications: June 30	23,621
Task 6. Project-Specific Full Capture System Certification Application (Updated April 2021) Support	Review Approved Systems: April 30 Certification Application: May 30	5,961
Total		\$163,751

Please let me know if you have any questions or comments. We can revise this proposal to better match the City's design requirements and budget limitations if needed.

Sincerely,

WEST YOST

Douglas T. Moore, PE
 Engineering Manager
 RCE #58122

- Attachment(s):
- A. Geocon Consultants, Inc. Proposal
 - B. VE Solutions, Inc. Proposal
 - C. Dokken Engineering Proposal
 - D. West Yost 2022 Billing Rate Schedule

Attachment A

Geocon Consultants Inc. Proposal



Proposal No. LS-22-96
March 11, 2022

Doug Moore
Engineering Manager
WEST YOST
2020 Research Park Drive, Suite 100
Davis, CA 95618
dmoore@westyost.com

Subject: PROPOSAL FOR GEOTECHNICAL INVESTIGATION
FUELING ISLAND CANOPY IMPORVEMENTS
YUBA CITY CORPORATION YARD
1185 MARKET STREET
YUBA CITY, CALIFORNIA

Mr. Moore:

In accordance with your request, we are pleased to submit this proposal to perform a geotechnical investigation for the proposed improvements for the fueling area at the City of Yuba City Corporation Yard located at 1185 Market Street in Yuba City, California.

BACKGROUND AND PURPOSE

To aid in preparing this proposal we have discussed the project with you and reviewed project information you provided. The project includes constructing a canopy over the existing fueling islands at the City Corporation Yard. The canopy will likely be supported on cast-0in-drilled-hole (CIDH) concrete piers or conventional spread footings.

The purpose of our geotechnical investigation will be to evaluate subsurface conditions at the site and provide geotechnical recommendations for design and construction of the proposed project. Our investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and report preparation.

SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Perform a limited geologic literature review to aid in evaluating the geologic conditions present at the site.
- Review available design plans to select exploratory excavation locations.
- Perform a site reconnaissance to review project limits and mark out exploratory excavation locations for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory borings at the Site.
- Drill up two exploratory borings within/near the proposed improvement area to a depth of approximately 15 feet using a truck-mounted drill rig equipped with hollow-stem augers.

- Obtain representative soil samples from the exploratory borings.
- Log the borings in accordance with the Unified Soil Classification System.
- Upon completion, backfill borings with the drill cuttings or neat cement grout.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze the field and laboratory testing data and prepare a letter report with our conclusions and recommendations. Our report will include (but not be limited to) the following:
 - Site plan showing locations of exploratory borings
 - Description of site geology and logs of subsurface conditions
 - Geotechnical laboratory test results
 - Summary of geotechnical constraints and mitigation alternatives (if required)
 - Foundation design recommendations and nparameters: recommended foundation type(s), allowable bearing capacity, recommended dimensions, estimated settlement
 - Code-based seismic design criteria (2019 California Building Code)

An electronic (PDF) version of the draft geotechnical investigation report will be submitted. Upon receipt of review comments, we will incorporate comments and submit a final report in PDF format.

ASSUMPTIONS AND LIMITATIONS

Our scope of services and fees are based on:

- The client will coordinate site access and permission to enter.
- The site is accessible to truck-mounted drilling equipment.
- Site plans provided for our use will show the locations of all underground utility lines and structures. We will not be responsible for damage to any such lines or structures that are not shown accurately on the plans provided to us or properly marked by USA subscriber companies.
- The scope of services detailed in this proposal does not include the evaluation or identification of environmental contamination.

PROPOSED FEE

We propose to perform the scope of services described herein for a lump sum fee of \$7,500.

Our services will be provided in accordance with the enclosed *2022 Schedule of Fees/Terms and Conditions*, which is incorporated into and made a part of this proposal. If unforeseen conditions are encountered, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope of services and/or project fees.

CONTRACT EXECUTION

If this proposal is acceptable, please issue a *Professional Services Agreement* for our review. We will commence with the scope of services outlined herein upon receipt of your written authorization; however, services provided by Geocon will be pursuant to the terms stated in our *2022 Schedule of Fees* until or unless a mutually agreed upon, negotiated contract is finalized.

We appreciate the opportunity to provide a proposal for geotechnical services on this project. Please contact us if you have any questions concerning the contents of this proposal or if we may be of further service.

Respectfully submitted,

GEOCON CONSULTANTS, INC.



Jeremy J. Zorne, PE, GE
Senior Engineer

Attachment: 2022 Schedule of Fees



2022 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician.....	\$85/hr.
Engineering Field Technician/Special Inspector I	85/125(PW)*/hr.
Engineering Field Technician/Special Inspector II	95/135(PW)*/hr.
Engineering Field Technician/Special Inspector III/Equipment Operator	105/145(PW)*/hr.
Word Processor/Technical Editor/Draftsman	85/hr.
Research Assistant/Technical Illustrator/Senior Draftsman.....	100/hr.
Project Coordinator/GIS Specialist	110/hr.
Staff Engineer/Geologist/Scientist/Field Supervisor	125/hr.
Senior Staff Engineer/Geologist/Scientist	135/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor.....	145/hr.
Senior Project Engineer/Geologist/Scientist.....	160/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist.....	175/hr.
Associate Engineer/Geologist/Scientist	200/hr.
Principal Engineer/Geologist/Scientist/Litigation Support	240/hr.
Deposition or Court Appearance	400/hr.
Attorney Fees (General)	350/hr.
Overtime (>8 to 12 hrs.), Saturday, and Night Rate	1.5X Regular Hourly Rate
Overtime (>12 hrs.), Sunday, and Holiday Rate	2X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Project
Minimum Field Services Fee (per day or call-out).....	4 Hours

*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$200/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	60/day
Equipment Truck	200/day	55-gallon drum	65/ea.
Direct-Push Rig/Operator	185/225(PW)*/hr.	TPHg (EPA 8015M)	90/ea.
Direct-Push Sample Liner	10/ea.	TPHd/mo (EPA 8015M)	80/ea.
Equipment Trailer	100/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Coring Machine (concrete, asphalt, masonry).....	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dynamic Cone Penetrometer	250/day	CAM 17 Metals (EPA 6010B)	170/ea.
Dilatometer (DMT) Test Equipment	800/day	Single Metal (EPA 6010B)	30/ea.
Generator or Air Compressor.....	150/day	STLC or TCLP Extraction	75/ea.
GPS Unit	160/day	Soil pH (EPA 9045C)	25/ea.
Drive-Tube Sampler or Hand-Auger	50/day	Organochlorine Pesticides (EPA 8081)	125/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	Naturally Occurring Asbestos (CARB 435)	90/ea.
Water Level Indicator	40/day	Asbestos PLM	20/ea.
Battery-Powered Pump	75/day	Asbestos 1,000-pt Count	80/ea.
Photo-Ionization Meter	150/day	48-hr/24-hr Turnaround Time	60%/100% surcharge

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557/D698).....	\$225/ea.
6-inch mold (D1557/D698).....	225/ea.
California Impact (CAL216).....	225/ea.
Check Point.....	100/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301).....	\$300/ea.
R-Value, Treated (CAL301)	325/ea.
California Bearing Ratio (D1883).....	175/pt.
Stabilization Ability of Lime (C977)	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	\$90/ea.	Moisture Determination, tube sample (D2216)	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	120/ea.	Moisture Determination and Unit Weight (D2937)	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913).....	350/ea.	Atterberg Limits: Plasticity Index (D4318)	200/ea.
Hydrometer Analysis (D422)	165/ea.	Sand Equivalent (D2419/CAL217)	100/ea.
Sieve Analysis with Hydrometer (D422)	200/ea.	pH and Resistivity (CAL643)	120/ea.
Specific Gravity, Soil (T100)	100/ea.	Sulfate Content (CAL417)	90/ea.
Specific Gravity Coarse Aggregate (C127).....	60/ea.	Chloride Content (CAL422)	50/ea.
Specific Gravity Fine Aggregate (C128)	75/ea.	Organic Content (D2974).....	65/ea.
		Cut/Extract Shelby Tube	100/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	\$100/ea.
Direct Shear (3 pts.)(D3080)	325/ea.
Unconsolidated-Undrained Triaxial Shear (D2850)	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	175/ea.
Consolidated-Undrained Triaxial Shear (D4767)	300/pt.
Consolidated-Undrained Triaxial Staged (D4767)	375/ea.
Consolidated-Drained Triaxial Shear (EM1110)	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	\$300/ea.
Permeability, Rigid Wall (D5856).....	300/ea.
Consolidation (D2435)	60/pt.
Expansion Index (D4829/UBC 29-2).....	225/ea.
Swell/Collapse (D4546)	165/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	\$120/ea.
L.A. Rattler Test (500 rev.) (C131).....	200/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234)	125/ea.
Flat and Elongated Particles (D4791/CAL 235)	150/ea.
Percent Crushed Particles (CAL205)	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39)	\$30/ea.
Compressive Strength, Cores (C42)	60/ea.
Flexural Strength Beam (C78/C293)	80/ea.
Splitting Tensile Test (C496).....	80/ea.
DSA Masonry Shear (DSA-207)	75/ea.
Shotcrete Panel Coring and Comp. Strength (C1140) ...	80/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger)	200/250/ea.
CMU Compressive Strength (C140)	100/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16) ..	30/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

HOT MIX ASPHALT

HMA Air Voids, Gyrotory (T269)	\$525/ea.
Hamburg Wheel Tracker (T324)	1,000/ea.
Theoretical Max. Specific Gravity (D2041/CAL309)	175/ea.
Ignition/Sieve Analysis (C136/CAL202)	220/ea.
HMA Core Unit Weight (D1188/CAL308).....	100/ea.
% Asphalt, Ignition Method (D6307/CAL382)	125/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	400/ea.
Tensile Strength Ratio (T283).....	1,000/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum four-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$10,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
 Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$20,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

Attachment B

VE Solutions, Inc. Proposal

Note: VE Solutions agreed to a 10 percent budget reduction from the amounts shown in this budget. Also, engineering services during construction (ESD) are not included in this proposal.



VE SOLUTIONS

Task Order Agreement

VE Solutions, Inc.
7777 Greenback Lane, Suite 104
Citrus Heights, CA 95610
bradf@vesolutions.net
(916) 505-0519

Client: West Yost & Associates
2020 Research Park Dr., Ste 100
Davis, CA 95618

Date: March 10, 2022

Project Name/Location: Gilsizer Slough Trash Capture Device

VES Project No.: 22022

Project Description: Structural engineering services for 5 ft high structural steel screen to span across an existing channel. The structure will resist full unbalanced water head on one side. It will be supported on a new concrete slab.

Scope of Services: Prepare structural engineering plans and calculations for the project described above. Review rfi's and submittals during construction. Documents will be signed and sealed by a California registered structural engineer.

Fee Arrangement: Design: \$11,500; ESDC: \$2,500; Total \$14,000

Limitation of Liability: \$1,000,000

Special Conditions: none

Offered by:

Accepted by:

3/10/2022

signature

date

signature

date

Brad Friederichs, President S2780

name/title

CA License

name/title

VE Solutions, Inc.

Client

The Terms and Conditions of this agreement are in accordance with the Task Order Agreement dated September 27, 2017

Dokken Engineering Proposal

Note: Dokken Engineering agreed to a 5 percent budget reduction from the amounts shown in this budget. Also, the Clean Water Act Section 404 Nation Wide Permit Task (OPTIONAL) and the associated budget are included in the optional task of this proposal.



March 11, 2022

Doug Moore
Engineering Manager
West Yost
2020 Research Park Drive, Suite 100
Davis, CA 95618

RE: Scope and Fee for Environmental Permitting Services for the Gilsizer Slough Trash Capture Project and the Gilsizer North Detention Basin Project in Yuba City

Mr. Doug Moore,

Enclosed is a scope of services and fee for Dokken Engineering to obtain the necessary environmental permits for the planned Gilsizer Slough Trash Capture Project and the Gilsizer North Detention Basin Project in Yuba City. It is our understanding that Gilsizer Slough is a realigned natural channel with historic hydrologic connection to the Feather River and is therefore considered a Water of the U.S. and Water of the State. As such, environmental permits under the Clean Water Act and State of California Fish and Game Code must be obtained prior to the start of construction. Environmental Analysis under the California Environmental Quality Act (CEQA) is being completed by the City and is not included in this scope of work.

The southwestern terminus of Gilsizer slough is known to support stable populations of special status species including giant garter snake (*Thamnophis gigas*) and tricolor blackbird (*Agelaius tricolor*). The proposed Gilsizer Slough Trash Capture Project at Lincoln Rd. does not provide habitat for these species and is located approximately 10 miles upstream of this habitat area and there is no suitable habitat for these species farther upstream in the watershed. It is therefore unlikely that these species will be impacted by either project and this scope of work assumes that the project will not result in "take" of any species listed as threatened or endangered by either the Federal Endangered Species Act or California Endangered Species Act.

Scope of Work

Task 1: Pre-Application Agency Coordination

Prior to beginning the permit application process, Dokken will present the proposed project features to our contacts at the regulatory agencies and receive initial feed back on the permitting effort that will be required for both projects. The agencies contacted will include the California Department of Fish and Wildlife (CDFW), the Central Valley Regional Water Quality Control Board (RWQCB), and the United States Army Corps of Engineers (USACE). This early coordination effort will ensure the permit applications contain only the project features that require environmental permits, streamlining the permitting process and potentially reducing permitting and mitigation costs.

Task 2: California Fish and Game Code §1600 Streambed Alteration Agreement

Dokken will prepare the necessary components of a Notification of Streambed Alteration Package for submittal to CDFW via the department's online permitting portal the *Electronic Permitting Information and Management System* (EPIMS). Dokken will work with City staff to set up an EPIMS account for the City and Dokken will take the lead on submitting the application through EPIMS. Dokken will review the draft permit prior to City signature to ensure permit conditions to not cause constructability issues.



Task 3: Clean Water Act §401 Water Quality Certification

Dokken will prepare a Water Quality Certification application package for submittal to the RWQCB. Dokken will follow up with RWQCB staff following submittal of the application package periodically to ensure timely review of application materials. Dokken will review the draft permit prior to City signature to ensure permit conditions to not cause constructability issues.

Task 4: Clean Water Act §404 Nationwide Permit Authorization (OPTIONAL)

The proposed projects appear to be consistent with Nationwide Permit 25 – Structure Discharges. Use of this Nationwide Permit does not require submitting a Pre-Construction Notification to the Army Corps of Engineers if all General and Regional Conditions specified in this Nationwide Permit are met. Based on a review of the project plans and the Nationwide Permit conditions, these projects are anticipated to qualify for coverage under a non-notifying NWP-25.

If during pre-application agency coordination, USACE determines that Pre-Construction Notification is required, this optional task will include preparation of a PCN, coordination with USACE, and review of the draft permit prior to City signature.

Fee For Services

The total cost for each scope item listed above is included below. This fee estimate assumes Yuba City will be responsible for paying application fees required by the regulatory agencies. A breakdown of the hours needed to complete each task is included on the following page.

Task 1: Pre-Application Agency Coordination - \$2,560

Task 2: CDFW §1600 Streambed Alteration Agreement - \$8,420

Task 3: CWA §401 Water Quality Certification - \$8,020

Task 4: CWA §404 Nationwide Permit (OPTIONAL) - \$9,290

Please feel free to contact me at ssalembier@dokkenengineering.com or by phone at (916) 858-0642 if you need anything else for your review of this project.

Thank you,

Scott Salembier
Associate Environmental Planner/Biologist
ISA Certified Arborist
Dokken Engineering
110 Blue Ravine Rd. #200
Folsom, CA 95630



**COST PROPOSAL - HOURS BREAKDOWN BY TASK
GILSIZER SLOUGH TRASH CAPTURE &
NORTH DETENTION BASIN PROJECT
March 10, 2022**

TASK DESCRIPTION	Environmental Manager	Senior Environmental Planner / Biologist / Archaeologist	Associate Environmental Planner / Biologist / Archaeologist	Environmental Planner / Biologist / Archaeologist	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	\$250	\$180	\$140	\$110			
	Environmental Permitting Services	6	24	78			
Task 1: Pre-Application Agency Coordination		8	8		16		\$2,560
Task 2: CDFW §1600 Streambed Alteration Agreement	2	4	20	40	66		\$8,420
Task 3: CWA §401 Water Quality Certification	2	4	25	30	61		\$8,020
Task 4: CWA §404 Nationwide Permit Authorization (OPTIONAL)	2	8	25	35	70		\$9,290
TOTAL HOURS	6	24	78	105	213		
TOTAL COST	\$1,500	\$4,320	\$10,920	\$11,550			\$28,290

West Yost 2022 Billing Rate Schedule

2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$300
Engineer/Scientist/Geologist Manager I / II	\$285 / \$297
Principal Engineer/Scientist/Geologist I / II	\$257 / \$272
Senior Engineer/Scientist/Geologist I / II	\$230 / \$241
Associate Engineer/Scientist/Geologist I / II	\$198 / \$211
Engineer/Scientist/Geologist I / II	\$158 / \$184
Engineering Aide	\$92
Field Monitoring Services	\$85
Administrative I / II / III / IV	\$81 / \$102 / \$123 / \$136
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$294 / \$297
Principal Tech Specialist I / II	\$270 / \$280
Senior Tech Specialist I / II	\$247 / \$260
Senior GIS Analyst	\$224
GIS Analyst	\$212
Technical Specialist I / II / III / IV	\$158 / \$181 / \$204 / \$227
Technical Analyst I / II	\$114 / \$136
Technical Analyst Intern	\$91
Cross-Connection Control Specialist I / II / III / IV	\$117 / \$128 / \$144 / \$160
CAD Manager	\$179
CAD Designer I / II	\$139 / \$155
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$288
Construction Manager I / II / III / IV	\$175 / \$187 / \$200 / \$252
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$153 / \$171 / \$189 / \$197
Apprentice Inspector	\$139
CM Administrative I / II	\$75 / \$100
Field Services	\$198

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)*



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$270 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Gas Detector	\$80 / day
Generator	\$39 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Controller	\$75 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter	\$19 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$15 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$22 / day
Vehicle	\$10 / day
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$27 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

ATTACHMENT 3

Prop 1 IRWM Projects

