

**FIRST AMENDMENT TO AGREEMENT NO. 7676-2022-TAC HYDRAULIC  
(BOS AGREEMENT NO \_\_\_\_ - \_\_\_\_)**

This First Amendment to Agreement No. 7676-2022-TAC HYDRAULIC is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and FlowWest, LLC, a California limited liability company (“Contractor”), jointly referred to as the “Parties” herein and who agree as follows.

**WHEREAS**, on October 22, 2021, the Parties entered into Agreement No. 7676-2022-TAC HYDRAULIC (“Agreement”) for Contractor to provide hydraulic engineer and fluvial geomorphologist services for the Cache Creek Technical Advisory Committee; and

**WHEREAS**, the Parties wish to amend the Agreement to: 1) modify the scope of work for Task 3: Huff’s Corner FSRP Project to add increased services to be provided, and 2) increase the overall maximum compensation by increasing the budget for Task 3 by \$275,320.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. Paragraph III.A. of the Agreement is hereby amended to read as follows:

**III. COMPENSATION AND REIMBURSEMENT OF EXPENSES**

A. **Rates.** County shall compensate Contractor at the following hourly rates, up to the maximum amounts set forth above for each task:

Principal Engineering Geomorphologist	\$225.00
Project Manager & Principal Engineer	\$202.50
Project Manager & Principal Geomorphologist	\$202.50
Senior Engineer	\$180.00
Senior Fisheries Biologist	\$180.00
Senior Data Scientist	\$162.00
Senior Environmental Planner	\$148.50
Project Engineer / Modeler	\$148.50
Project Data Scientist	\$148.50
Staff Software Engineer	\$137.14
Staff Engineer	\$126.00
Junior Data Scientist	\$126.00
Junior Engineer	\$118.47
Junior Planner	\$112.50
Administrative Support	\$90.00
Intern	\$76.50

The total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed **Seven Hundred Seventy-Five Thousand Six Hundred and Forty-Six dollars (\$775,646.00)** without written approval of the County. The maximum amount is budgeted as follows:

Task 1	Cache Creek TAC Geomorphologist Duties	\$ 244,442.00
Task 2	Cache Creek TAC Hydraulic Engineer Duties	\$ 195,845.00
Task 3	Huff's Corner FSRP Project	\$ 310,359.00
	Contingency	\$ 25,000.00
	<b>Total:</b>	<b>\$ 775,646.00</b>

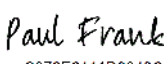
This budget, as well as all budgets contained in the Exhibits, are estimates, and budgeted amounts can be rearranged as instructed in writing by County, provided the total contracted amount is not exceeded.

2. Exhibit C: Scope of Work shall be deleted in its entirety and replaced with Exhibit C-1: Scope of Work, attached hereto and incorporated herein.
3. Except as specifically amended hereinabove, the Agreement shall remain in full force and effect according to its terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the last date signed below.

**CONTRACTOR**

**COUNTY**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Paul Frank, Principal  
 FlowWest, LLC

By: \_\_\_\_\_  
 Angel Barajas, Chair  
 Yolo County Board of Supervisors


Date: 11/9/2022

Date: \_\_\_\_\_

Attest:  
 Julie Dachtler, Senior Deputy Clerk  
 Board of Supervisors

By: \_\_\_\_\_  
 Deputy (Seal)

Approved as to Form:  
 Philip J. Pogledich, County Counsel

By:   
 Eric May, Senior Deputy County Counsel

## EXHIBIT C-1: SCOPE OF WORK

### **TASK 3: HUFF'S CORNER FSRP PROJECT**

The purpose of this scope is for the Cache Creek TAC Geomorphologist and Cache Creek TAC Hydraulic Engineer to provide in-channel engineering services for the Huff's Corner Levee Raise & Channel Reconfiguration Project.

#### **TASK 3.1 – COORDINATION & MEETINGS**

Duties include:

- Support the County at regularly scheduled coordination meetings
  - Assumed bi-weekly meetings in 2021
  - Assumed weekly meetings in 2022
- Other coordination, as needed, with Project Team through construction
  - Assumed through November 2022

*Budget: \$14,150*

#### **TASK 3.2 – DESIGN MODIFICATIONS**

Duties include:

- Make modifications to the in-channel designs (plan sets and/or specifications) based on coordination with DWR.
- Make other modifications, as needed, to the in-channel designs.

*Budget: \$15,850*

#### **TASK 3.3 – BIDDING SUPPORT**

Duties include:

- Technical assistance throughout the bidding process.
- Answering questions from respective contractors.
- Attendance at pre-bid meeting.

*Budget: \$10,500*

#### **TASK 3.4 – SERVICES DURING CONSTRUCTION**

Duties include:

- Attendance at pre-construction meeting.
- On-site inspections during construction activities and answering questions from contractor (assume weekly over 6 weeks of construction).
- Responding to Requests for Information (RFIs).
- Project Implementation and Environmental Compliance (see Appendix A)
  - Archaeological Monitoring

*Exhibit C-1: Scope of Work  
Task 3: Huff's Corner FSRP Project*

- Archaeological Monitoring Report
- Biological Monitoring
- Worker Environmental Training
- Nesting Bird and Raptor Preconstruction Survey
- Swainson's Hawk, White-Tailed Kite and Northern Harrier Survey
- Roosting Bat Habitat Assessment
- Rooting Bat Emergency Survey
- Riparian Restoration Plan
- Pre-Construction Agency Notifications
- Agency Reporting
- Post-Construction Agency Reporting
- Agency Liaison
- Client Request/Meetings/Contractor Coordination
- Post-Construction 401 Visual Inspections (optional task)
- Construction Management (see Appendix B)
  - Project Management and Bid Document Support
  - Construction Management and Support
  - Project Closeout
  - Warrant Period Assistance (if needed)
- Subcontractor Mark-Up (5%)

*Budget: \$262,250*

**TASK 3.5 – AS-BUILT / RECORD DRAWINGS**

Duties include:

- Documenting any differences between the final construction project and the plans based on any field engineering required.
- Mark-up plan set with red lines and notes for any changes.

*Budget: \$6,609*

**BUDGET**

Task	Amount
Task 3.1: Coordination & Meetings	\$ 14,150.00
Task 3.2: Design Modifications	\$ 15,850.00
Task 3.3: Bidding Support	\$ 10,500.00
Task 3.4: Services During Construction	\$ 262,250.00
Task 3.5: As-Built / Record Drawings	\$ 6,609.00
Travel Expenses <sup>1</sup>	\$ 1,000.00
<b>Task 3 Total:</b>	<b>\$ 310,359.00</b>

**Notes:**

1/ Costs incurred while traveling to perform the duties of this scope (e.g., gas, rental car, bridge tolls, food, etc.).

**Appendices:**

- Appendix A – Scope of Work for ECORP Consulting, Inc.
- Appendix B – Scope of Work for Cal Engineering & Geology



**ECORP Consulting, Inc.**  
ENVIRONMENTAL CONSULTANTS

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June 16, 2022

(P22-224/2020-193.02new)

Paul Frank  
FlowWest  
P.O. Box 29392  
Oakland, CA 29392  
Email: [pfrank@flowwest.com](mailto:pfrank@flowwest.com)

**Subject: *Proposal to Provide Project Implementation and Environmental Compliance Support Services for the Huff's Corner In-Channel Project, Yolo County, California***

Dear Mr. Frank:

ECORP Consulting, Inc. is pleased to provide this proposal for project implementation and environmental compliance support services for the Huff's Corner In-Channel Project in Yolo County, California. The Scope of Work and Cost Estimate below provide the technical approach and costs proposed by ECORP for this effort.

General Assumptions:

This scope of work is based off of requirements from the following:

- Yolo Habitat Conservation Plan/Natural Community Conservation Plan Yolo HCP/NCCP Certificate of Compliance and the applicable YHCP Avoidance and Minimization Measures (Yolo HCP/NCCP AMMs)
- California Department of Fish and Wildlife (CDFW) Final Streambed Alteration Agreement (Agreement) (No. YOL-13602-R2) Avoidance and Minimization Measures (CDFW AMMs)
- California Environmental Quality Act (CEQA) Mitigation Monitoring and Reporting Program Mitigation Measures (CEQA MMs) – Huff's Corner Levee Raise & Channel Reconfiguration Project Initial Study/Mitigated Negative Declaration
- Regional Water Quality Control Board Clean Water Act Section 401 Water Quality Certification (WDID No. 5A57CR00203)

Additionally, this scope of work includes tasks based on presumed requirements from the USACE 404 permit, which has not yet been issued. Once the final drafts of the 404 permit has been issued, ECORP reserves the right to amend this scope of work as necessary and appropriate. Pending permits for the Project include the following:

- U.S. Army Corps of Engineers Clean Water Act Section 404 Nationwide Permit 31 (SPK 2022-00111)

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## SCOPE OF WORK

### *Task 001 – Archaeological Monitoring (Daily Rate)*

During the course of construction, as needed, ECORP will provide a qualified professional archaeologist to monitor ground-disturbing activities during construction. This includes monitoring of construction activity as required by Mitigation Measure CUL-2 of the 2021 Initial Study/Mitigated Negative Declaration and anticipated permit conditions from the USACE, responding to unanticipated discoveries as required in CUL-3, providing contractor awareness training in accordance with CUL-1, attending project meetings, serving as agency liaison, coordinating with tribal monitors (see TCR-1), or other activities, as requested.

#### *Task 001 Assumptions:*

- *The cost for archaeological monitoring is an estimated daily rate and may fluctuate depending on staff availability relative to construction schedules. ECORP will use the lowest cost monitor available. The cost is also dependent upon the number of hours per day of monitoring needed, which is dictated by the contractor's schedule. The daily estimate assumes one monitor for 10-hour workdays (inclusive of travel to and from ECORP's closest office in Rocklin, for five consecutive days per week) and is provided as a guide for planning purposes, but the client will be billed at time and materials for only the actual amount of labor required to satisfy the mitigation measures and permit conditions.*

### *Task 002 – Archaeological Monitoring Report*

ECORP will prepare a brief monitoring letter report upon the completion of all monitoring activities to document compliance with the mitigation measures and permit conditions. The report will include the methods and results of all monitoring activities. ECORP assumes that the report will be negative (that no unanticipated discoveries will occur). ECORP assumes no comments on the report will be received from the client or reviewing agencies that require report revisions. Upon approval of the monitoring report, ECORP will submit one copy to the Northwest Information Center, in accordance with ECORP's Access Agreement.

### *Task 003 – Biological Monitoring (Daily Rate)*

ECORP will provide a biological monitor during the construction period. Monitoring will include: site inspections for northwestern pond turtle, observation of work to ensure compliance with permit conditions, inspection of Best Management Practices (BMPs), and coordination of BMP maintenance with the contractor as needed. This task also includes monitoring for western pond turtle during initial ground disturbance. The monitor will be prepared to stop work if necessary and provide input regarding environmental compliance issues as they arise. Monitoring logs will be kept detailing daily events.

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**Task 003 Assumptions:**

- *The cost for biological monitoring is an estimated daily rate and may fluctuate depending on staff availability relative to construction schedules. ECORP will use the lowest cost monitor available. The cost is also dependent upon the number of hours per day of monitoring needed, which is dictated by the contractor's schedule. The daily estimate assumes one monitor for 10-hour construction workdays and is provided as a guide for planning purposes, but the client will be billed at time and materials for only the actual amount of labor required to satisfy the mitigation measures and permit conditions.*
- *The daily rate for this task assumes a 12-hour workday (including mobilization and travel time), daily vehicle rental, and daily equipment (e.g., iPad/GPS) rental.*
- *If northwestern pond turtles enter the site or if a turtle nest is unearthed during ground disturbance, a qualified biologist will be required to relocate turtles per Yolo HCP/NCCP AMM14.*

**Task 004 – Worker Environmental Training**

ECORP will conduct a workers training as required per Yolo HCP/NCCP AMM6, CDFW MM 2.6, and CEQA MM BIO-9. A qualified ECORP biologist will develop and conduct a worker environmental training program. The training will provide education regarding sensitive natural communities and covered species and their habitats, the need to avoid adverse effects, state and federal protection, and the legal implications of violating the federal Endangered Species Act and Natural Community Conservation Planning Act Permits. This training will be provided to all onsite personnel prior to construction.

**Task 004 Assumptions:**

- *This scope includes formulation of a project-specific training program and printing of informational pamphlets with photographs of covered species for trainees and compilation. This task also includes printing of a permit binder to be kept onsite, as required by CDFW MMs 1.1 and 1.2.*
- *Coordination with the Yolo Habitat Conservancy for approval/authorization of the training program is included in this task.*
- *This scope includes one site visit to conduct worker training. If additional site visits are needed, a change order will be prepared.*

**Task 005 – Nesting Bird and Raptor Preconstruction Survey**

ECORP will conduct surveys for nesting birds and raptor species as required per CDFW MM 2.12. These surveys will be conducted three (3) calendar days prior to construction. To comply with MM 2.12:

- A qualified biologist will survey the Project site and a 500-foot radius around it for nesting birds.
- A qualified biologist will survey the Project site and a 0.5-mile radius around it for nesting raptors.

A letter report will be prepared summarizing the results of the survey, including the location(s) of any active nests mapped in the field. A shapefile of nest locations (if found) will be provided to the Client/Engineer for implementation of appropriate avoidance measures.

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**Task 005 Assumptions:**

- This scope includes one site visit to survey for nesting birds and raptors. If project activities are delayed and a subsequent survey is needed per CDFW MM 2.12.2, a change order will be prepared.
- This task does not include monitoring of active nests; if required, monitoring of active nests will be covered by Task 003 above.
- The scope assumes that there will be no changes to the original Project boundary provided in AutoCAD format to ECORP at the start of the survey.

**Task 006 – Swainsons' Hawk, White-Tailed Kite and Northern Harrier Survey**

ECORP will conduct surveys for special-status raptor species as required per Yolo HCP/NCCP AMM16 and CEQA MMs BIO-2 and BIO-3. These surveys are outlined below and will be conducted by a Yolo HCP/NCCP qualified biologist.

- To comply with YHCP AMM-16, a qualified biologist will survey the Project site and a 0.25-mile radius around it for Swainson's hawk and white-tailed kite active nests.
- To comply with CEQA MMs BIO-2 and BIO-3, concurrent with implementation of AMM16, a qualified biologist will survey the Project site for northern harrier active nests.

A letter report will be prepared summarizing the results of the survey, including the location(s) of any active nests mapped in the field.

**Task 006 Assumptions:**

- This scope includes one site visit to survey for nesting Swainson's hawk, white-tailed kite and northern harrier. If project activities are delayed and a subsequent survey is needed, a change order will be prepared.
- This task does not include monitoring of active nests; if required, monitoring of active nests will be covered by Task 003 above.
- The scope assumes that there will be no changes to the original Project boundary provided in AutoCAD format to ECORP at the start of the survey.

**Task 007 – Roosting Bat Habitat Assessment**

ECORP will conduct a roosting bat habitat assessment of the Project site as required per CDFW MM 2.14. This assessment is outlined below and will be conducted within six months prior to the start of vegetation removal and/or construction.

- To comply with CDFW MM 2.14, a qualified biologist will survey the Project site for potentially suitable roosting bat habitat.

A letter report will be prepared summarizing the results of the assessment, including the location(s) of any potential suitable roosting habitat mapped in the field.

**Task 007 Assumptions:**

- The scope assumes that there will be no changes to the original Project boundary provided in AutoCAD format to ECORP at the start of preparation.

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### **Task 008 – Roosting Bat Emergence Survey**

ECORP will conduct a roosting bat emergence survey as required per CDFW MM 2.14. This survey is outlined below and will be conducted within 48 hours prior to the start of Project activities that may impact potentially suitable roosting habitat identified during Task 007.

- To comply with CDFW MM 2.14, a qualified biologist will conduct an emergence survey at each potentially suitable roosting bat habitat location that will be impacted by the Project. This will include visual and acoustic surveyance of the suitable habitat for roosting bats.

A letter report will be prepared summarizing the results of the emergence survey and any applicable recommendations.

#### **Task 008 Assumptions:**

- *This scope includes emergence surveys for a maximum of two (2) potential habitat locations. If additional potential habitat locations require surveying, a change order will be prepared.*
- *This scope does not include preparation of a Bat Exclusion Plan or exclusion of bat roosts (required per CDFW MM 2.14.2). In the event that a bat roost is found during the survey, and a Bat Exclusion Plan and or exclusion of roosts is needed, a change order will be prepared.*

### **Task 009 – Riparian Restoration Plan**

A riparian restoration plan will be prepared per requirements of the CDFW Streambed Alteration Agreement for the removal of riparian trees and shrubs required by the Project. Removal of trees and shrubs over 4 inches diameter at breast height will be mitigated through planting at a 3:1 replacement ratio for each species, along with native herbaceous/understory plantings.

Restoration will occur offsite. ECORP will coordinate with the Cache Creek Conservancy to select a site that meets the requirements of the Streambed Alteration Agreement, and is consistent with the Cache Creek Resource Management Plan.

Per Mitigation Measure 3.4 of the Project's Streambed Alteration Agreement, the restoration plan must include the following:

- *A description of the existing physical conditions of the restoration areas, including surrounding habitat types, and a map or maps showing the location of the restoration areas;*
- *A description of how the restoration areas will be prepared for planting, including the removal of non-native plant species if applicable;*
- *An accounting of the number and species of trees and shrubs that were removed from the project area and the number and species of trees and shrubs that will be planted to replace them;*
- *An overview of the success criteria for the restoration areas;*
- *A planting plan which includes the number and species of trees, shrubs, and any other container stock to be planted, a native seed mix,*
- *A description of the spacing of container stock, and a map showing the proposed planting arrangements and designated photo points (to be provided by the Project's Landscape Architect or other contractor);*
- *An irrigation plan (to be provided by the Project's Landscape Architect or other contractor);*

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- A timeline for implementation;
- An overview of invasive plants in the area and a plan to prevent them from establishing within the restoration areas;
- An overview of any foreseeable problems that may threaten the restoration's success and measures to address them as needed; and
- Contingency measures for replanting and plan re-design in case success criteria are not met.

ECORP will conduct one site visit to assess potential planting areas, and a second visit to document baseline levels of invasive plant species. ECORP will prepare a draft plan for client review and one round of revisions, followed by submission to CDFW.

**Task 009 Assumptions:**

- Design plans and CAD or GIS of the impact areas, including tree removal information, will be provided by the engineer prior to the start of this task.
- If potential planting locations are determined not to be suitable during the site visit, an amendment may be needed to cover additional site visits.
- The cost of this task does not include a formal planting plan stamped by a certified landscape architect, exact locations for each planting, or an irrigation plan. It is assumed that a planting plan and irrigation plan will be provided by the Project's landscape architect or other contractor.

**Task 010 – Pre-Construction Agency Notifications**

ECORP will prepare and submit the required agency notifications stipulated within the CDFW 1602 Agreement, 401 Water Quality Certification, and USACE 404 Permit. *Please note that reporting for agency documents that have not been issued (i.e., the USACE 404 Permit) are based off assumptions of what will be required per other similar documents; however, differences may occur between what is shown here and what appears on the final permits issued for the Project.*

- CDFW 1602 Agreement
  - A Notification of Project Initiation will be submitted to CDFW two calendar days prior to construction initiation each construction season per CDFW MM 4.1.
- RWQCB 401 Certification
  - A Commencement of Construction Notification will be submitted to CVRWQCB at least seven (7) days prior to start of initial ground disturbance activities.
- USACE 404 Permit
  - A notice of commencement of construction will be submitted to USACE as described in the 404 (specifications to be determined).

**Task 010 Assumptions:**

- This scope assumes that the client will inform ECORP of the start date for construction.

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### **Task 011 – Agency Reporting**

ECORP will prepare and submit the required agency reports during construction stipulated within the CDFW 1602 Agreement, 401 Water Quality Certification, and USACE 404 Permit. *Please note that reporting for agency documents that have not been issued (i.e., the USACE 404 Permit) are based off assumptions of what will be required per other similar documents; however, differences may occur between what is shown here and what appears on the final permits issued for the Project.*

- CDFW 1602 Agreement
  - Notification to the California Natural Diversity Database will occur if special-status species are observed during project implementation, as needed per CDFW MM 4.3.
- RWQCB 401 Certification
  - Monthly Reports will be prepared and submitted to CVRWQCB on the first day of each month beginning the month after the Commencement of Construction Notification.
- USACE 404 Permit
  - A description and photo-documentation of Best Management Practices will be prepared as described in the 404 (specifications to be determined) and submitted to USACE.

#### **Task 011 Assumptions:**

- *This scope includes 401 Certification monthly reporting for four months; a total of four (4) monthly reports are included in this task. If additional reporting is required, a change order will be prepared.*

### **Task 012 – Post-Construction Agency Reporting**

ECORP will prepare and submit the required post-construction agency notifications stipulated within the USACE 404 Permit, RWQCB 401 Water Quality Certification, CDFW 1602 Agreement, and Yolo HCP/NCCP Certificate of Compliance. These notifications are outlined below. *Please note that notifications for agency documents that have not been issued are based off assumptions of what will be required per other similar documents; however, differences may occur between what is shown here and what appears on the final permits issued for the Project.*

- CDFW 1602 Agreement
  - A Notification of Project Completion will be submitted to CDFW two calendar days prior to construction initiation each construction season per CDFW MM 4.2.
- RWQCB 401 Certification
  - A Request for Notice of Completion of Discharges Letter will be prepared and submitted to CVRWQCB within thirty days following completion of all Project construction activities.
  - A Request for Notice of Project Complete Letter will be prepared and submitted to CVRWQCB within thirty days following completion of all Project activities.

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- USACE 404 Permit
  - Post-construction photographs and a post-construction submittal will be prepared as described in the 404 (specifications to be determined) and submitted to USACE.
- Yolo HCP/NCCP Certificate of Compliance
  - Documentation of AMM completion will be provided to the Yolo Habitat Conservancy within 6 months of project ground disturbance.

### ***Task 888 – Agency Liaison***

ECORP will track permit status and coordinate, request designated biologist approval and consult with agency personnel, as required, to respond to questions and track and maintain the compliance status of the Project's regulatory permits. This may include communication regarding Project compliance, requests from the client to consult with the agencies or providing additional information as requested by agency staff. This task is based on time and materials not to exceed \$6,400.

### ***Task 999 – Client Request/Meetings/Contractor Coordination***

The ECORP Project Manager will direct internal staff, generate monthly invoices, provide strategic assistance, participate in meetings, and respond to requests by the client, engineer, contractor, or client representatives that are not included in this scope of work. Assistant Project Manager (APM) and GIS staff will support the information requests as directed by the Project Manager. This task is based on time and materials not to exceed \$17,500.

## **OPTIONAL TASK**

### ***Task 013 – Post-Construction 401 Visual Inspections***

As required by RWQCB 401 Certification Condition C.4, ECORP will conduct visually inspections of the Project site during the rainy season for one year following completion of active Project construction activities to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. A total of three (3) site visits will be conducted during the rainy season. A summary of the inspections will be provided in a letter report and, upon client approval, submitted to the RWQCB.

## **COST ESTIMATE**

The cost estimates to complete the work are presented in the following table. ECORP reserves the right to flex budget between and among line items and comparable staff to reflect the actual distribution of effort required.

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**Table 1 – Cost Estimate**

Activity	Cost (\$)
Task 001 – Archaeological Monitoring <i>(Daily Rate)</i>	\$1,500 per day*
Task 002 – Archaeological Monitoring Report	\$4,800
Task 003 – Biological Monitoring <i>(Daily Rate)</i>	\$1,500 per day*
Task 004 – Environmental Workers' Training	\$3,000
Task 005 – Nesting Bird and Raptor Preconstruction Survey	\$5,000
Task 006 – Swainsons' Hawk, White-Tailed Kite and Northern Harrier Survey	\$6,000
Task 007 – Roosting Bat Habitat Assessment	\$4,500
Task 008 – Roosting Bat Emergence Survey	\$7,800
Task 009 – Riparian Mitigation Plan	\$12,000
Task 010 – Pre-Construction Agency Notifications	\$2,100
Task 011 – Agency Reporting	\$6,600
Task 012 – Post-Construction Agency Reporting	\$6,700
Task 888 – Agency Liaison	\$6,400
Task 999 – Client Request/Meetings	\$17,500
<b>OPTIONAL TASK</b>	
Task 013 – Post-Construction 401 Visual Inspections	\$7,800
<b>TOTAL ESTIMATE (including optional task)</b>	<b>\$90,200*</b>
*TOTAL COST ESTIMATE DOES NOT INCLUDE DAILY RATE TASK(S). The daily rate is provided as a guide for planning purposes, but the client will be billed at time and materials for only the actual amount of labor required to satisfy the mitigation measures and permit conditions.	

### Costing Assumptions

- ◆ The cost proposal is presented on a Time-and-Materials basis in accordance with ECORP Consulting, Inc.'s Environmental Services Agreement, General Provisions, and Rate Schedule, which are attached and made part of this proposal.
- ◆ Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances, including agency or other delays due to the COVID-19 pandemic. ECORP will perform the services and accomplish the objectives within the presented costs and schedule. However, if the scope of work or schedule changes, ECORP will offer separate proposals for any out-of-scope work.
- ◆ ECORP Consulting, Inc. assumes that, by receipt of notice to proceed, full access to the property will be provided by the Client, including keys to locked gates and advance notice to existing property tenants of our right of entry.
- ◆ ECORP Consulting, Inc. has not been delegated authority under applicable state or federal law to carry out consultation with Native American tribes; therefore, tribal outreach, coordination, or consultation is

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*not included in this scope of work. Should these services be required, they will be separately negotiated in coordination with the applicable lead agencies.*

- ◆ *Project meetings, hard copies of reports, site recording, evaluation, surveys of off-site infrastructure, archaeological excavations, and other tasks not specified above are not included. Should these services be required, they will be separately negotiated.*
- ◆ *ECORP Consulting, Inc. shall not be held responsible for work delays or cancellations caused by strikes, accidents, acts of God, delays imposed by the Client, or other delays beyond the control of ECORP Consulting, Inc.*
- ◆ *ECORP will require CAD files showing the boundaries of the study area, including all on-site and off-site project elements, and both temporary and permanent impact areas, prior to requesting the records searchers.*
- ◆ *If the project will utilize the South Sacramento Habitat Conservation Plan (SSHCP), then specific language will be required in the report. ECORP requests confirmation of the applicability of the SSHCP to the project at the time of contract execution.*
- ◆ *ECORP Consulting, Inc. shall not be held responsible for work delays or cancellations caused by strikes, accidents, acts of God, delays imposed by the Client, or other delays beyond the control of ECORP Consulting, Inc.*
- ◆ *ECORP was recently notified by several Information Centers of the California Historical Resources Information System of expected delays in processing or scheduling records search requests as a result of the COVID-19 pandemic and the effect it is having on staffing levels and Information Center closures. As a result, the schedule of completion of work under this task may be affected. ECORP will keep the Client apprised of any schedule implications as they become known but will not be held responsible for delays to the project as a result of Information Center closures or delays.*
- ◆ *The fee for records search information at the California Historical Resources Information Center has been estimated herein; however, the actual cost of the information will not be known until after the Information Center provides the information. Client agrees to pay the full fee from the Information Center in accordance with the Rate Schedule.*
- ◆ *In compliance with the terms of agreement between ECORP and the California Office of Historic Preservation, one unbound copy of the final report will be submitted to the appropriate confidential OHP Information Center within 60 days of completion, where it will be archived and remain confidential (accessible only by qualified archaeologists; note that this is required, regardless of project status, and does not affect project approval).*
- ◆ *It is assumed that ECORP Consulting, Inc. can use and rely on the data and information contained in the project related documents provided by the Client. ECORP Consulting, Inc. will not perform a technical review of these documents, and will not be responsible for the content or accuracy of these studies.*
- ◆ *Change orders will be issued and signed by the Client and ECORP Consulting, Inc. before starting additional work not provided for in the original proposal. If the Client's authorized representative is not*

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*available for a signature, the additional out-of-scope work will not commence until the change order is signed.*

- ◆ *This cost is valid for a period of 90 days from the date of this the proposal. Beyond 90 days, ECORP Consulting, Inc. reserves the right to reevaluate the cost.*
- ◆ *Color copies, equipment, and other direct expenses are reimbursed with a 14% administrative handling charge (excluding mileage). These charges are included in the cost estimate, above.*
- ◆ *Subcontractor expenses (if any) are reimbursed with a 12% administrative handling charge. These charges are included in the cost estimate, above.*
- ◆ *Mileage is reimbursed at the current IRS rate. These charges are included in the cost estimate, above.*

This scope of work will be performed under ECORP Consulting, Inc.'s General Provisions and Environmental Services Agreement. If this scope of work and cost estimate meets with your satisfaction, please execute and return this proposal. A fully executed copy will be returned to you, and our Contracts Manager will follow up with additional requests for billing information.

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, please call me at (916) 782-9100.

Sincerely,

ECORP Consulting, Inc.



Emily Mecke  
Senior Biologist/Project Manager

Mr. Paul Frank  
June 16, 2022  
Page 12 of 15

**ENVIRONMENTAL SERVICES AGREEMENT**

THIS ENVIRONMENTAL SERVICES AGREEMENT ("Agreement") is entered into on June 16, 2022 by and between FlowWest, hereinafter referred to as "CLIENT," and ECORP Consulting, Inc. a California corporation, hereinafter referred to as "ECORP."

WHEREAS, CLIENT desires to obtain environmental consulting services for the Huff's Corner In-Channel 2022 Project in Yolo County, California (the "Project").

WHEREAS, ECORP is experienced in environmental consulting and desires to perform such services.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK. The Scope of Work attached hereto contains the description of the services to be provided under this Agreement for CLIENT by ECORP ("Scope of Work"). ECORP shall not be required to perform any services in excess of the Scope of Work, unless specifically authorized by CLIENT by amendment hereto.

COMPENSATION AND PAYMENT SCHEDULE. CLIENT agrees to compensate ECORP in a timely manner for the services performed under this Agreement for those tasks in the Scope of Work to be performed on a time and materials basis in accordance with the Fee Schedule for Professional Services attached hereto. The hourly rates set forth on the Fee Schedule may change from time to time during the term of the agreement when they are adjusted for ECORP's clients generally.

CLIENT agrees to reimburse ECORP in a timely manner for all costs and expenses actually incurred by ECORP which are directly related to the performance of the Scope of Work. Such costs include, but are not limited to, aerial photography, airfare, lodging, auto mileage, bluesines, vehicle rental, meals, telephone, postage, delivery fees, non-standard billing terms or formats, reproduction, word processing costs, and field survey equipment and supplies.

Payment shall be made by CLIENT within thirty (30) days after billing. If payment has not been received within thirty (30) days after billing, ECORP may discontinue its services and the services of all subconsultants. Payments not received by ECORP within thirty (30) days after billing shall incur a late charge equal to three percent (3 %) of the outstanding balance, and shall incur interest charges thereafter at the rate of one and one-half percent (1 1/2%) of the outstanding balance per month. Should ECORP from time to time continue its services where a payment is late, such shall not be construed to be a waiver of this provision for a failure to pay by CLIENT in the future. The Scope of Work will be recommenced upon payment of all fees due, and payment of an advance in an amount to be mutually agreed upon.

PROJECT INFORMATION. CLIENT is the legal owner of the Project and the undersigned has full authority to execute this Agreement on behalf of CLIENT. CLIENT agrees to furnish ECORP, at CLIENT'S cost, true and correct copies of all relevant or necessary information regarding the Project as it becomes available in order to facilitate the timely completion of the Scope of Work by ECORP.

**THE "GENERAL PROVISIONS" OF THIS AGREEMENT ARE ATTACHED, HAVE BEEN REVIEWED BY CLIENTS, AND CONSTITUTE A PART OF THIS AGREEMENT.**

ECORP Consulting, Inc.:

FlowWest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 2525 Warren Drive  
Rocklin, CA 95677  
Telephone: (916) 782-9100

Address: P.O. Box 29392  
Oakland, CA 94612  
Telephone: (510) 454-9378  
Email: [pfrank@flowwest.com](mailto:pfrank@flowwest.com)

Mr. Paul Frank  
June 16, 2022  
Page 13 of 15

## GENERAL PROVISIONS

1. **NO GUARANTEE.** ECORP makes no warranty or guarantee concerning acceptance of the results of its Scope of Work or issuance of permits by any public agency or regulatory agency including, but not limited to, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, State Historic Preservation Officer, or the California Department of Fish and Wildlife. ECORP will use due diligence through all phases of the Scope of Work.

2. **SUBCONSULTANTS.** ECORP is authorized to hire subconsultants as needed to perform the services described under Scope of Work.

3. **INDEPENDENT CONTRACTOR.** This Agreement does not establish ECORP as an employee, agent or legal representative of CLIENT for any purpose whatsoever, nor does it grant to ECORP any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of CLIENT or to bind CLIENT in any manner except as otherwise expressly provided herein. At all times, ECORP, in fulfilling its obligations and in rendering the services called for hereunder, shall be acting as an independent contractor with respect to CLIENT. Nothing contained herein shall imply a joint venture, partnership or association between the parties.

4. **INDEMNITY.** CLIENT shall indemnify, defend and hold ECORP harmless from and against all claims, suits, damages, losses, expenses, costs, obligations, lost profits, liabilities, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that ECORP shall incur or suffer, which arise or result from or relate to CLIENT's breach of this Agreement or CLIENT's failure to perform any representation, warranty, covenant or agreement given or made by CLIENT as set forth in this Agreement or in any writing furnished by CLIENT under this Agreement, or which arise out of or are related to ECORP's performance or nonperformance of its obligation under this Agreement, or which arise from the acts or agreements of CLIENT or others. Nothing in this Paragraph 4 shall obligate CLIENT to indemnify ECORP against ECORP's sole negligence or intentional acts.

5. **MEDIATION.** All disputes between ECORP and Client shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute and the amount of time or money claimed and requiring that the mediation proceeds within sixty (60) days of service of said notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties agree upon. No action or suit may commence unless the mediation does not occur within ninety (90) days after service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would lapse if suit was not filed prior to sixty (60) days after service of notice.

6. **TERMINATION CLAUSE.** Except as otherwise provided for non-payment of invoices under "Compensation and Payment Schedule", either party may terminate this Agreement by giving THIRTY (30) DAYS written notice to the other party.

**7. LIMITED WARRANTY. ECORP MAKES NO WARRANTY CONCERNING ITS FINDINGS, RECOMMENDATIONS, SPECIFICATIONS OR ADVICE, EXCEPT THAT ITS SERVICES WILL BE PERFORMED PURSUANT TO GENERALLY ACCEPTED STANDARDS OF PRACTICE IN EFFECT AT THE TIME OF PERFORMANCE AND AT THE LOCALITY OF PERFORMANCE. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY ECORP, OR ANY NEGLIGENT PERFORMANCE BY ECORP, SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE FEE PAID TO ECORP BY CLIENT PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL ECORP BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM THE LOSS OF USE, PROFITS, BUSINESS OR GOOD WILL BEYOND THE AMOUNT PERMITTED HEREIN. NEITHER ECORP, NOR OUR SUB-CONSULTANTS, OWE ANY FIDUCIARY RESPONSIBILITY TO THE CLIENT. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY ECORP, ECORP SHALL BE GIVEN THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM CLIENT TO CURE SUCH BREACH OR DEFECT.**

8. **Delays.** ECORP shall endeavor to perform its services in a prompt and timely manner. However, ECORP shall not be liable for any damages caused by any delays in delivering its services hereunder.

9. **Estimated Costs.** With the exception of Fixed-Fee tasks, ECORP makes no representation or warranty concerning the estimated costs and fees which may be incurred by CLIENT in connection with the Services to be provided hereunder. Any estimates provided pursuant to this Agreement by ECORP are merely estimates made in good faith by ECORP and are in no way to be construed as a maximum fee or other limitation on the costs or fees to be incurred hereunder.

10. **Change in Scope of Services.** If CLIENT hereafter requests that changes be made in the Scope of Work, then ECORP shall be entitled to increase its charges based on any increase in hours or resources that its employees, contractors, or agents expend resulting from the change.

*Mr. Paul Frank*

*June 16, 2022*

*Page 14 of 15*

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely within the State of California.

12. Non-assignability. This Agreement shall not be assigned by either party without written consent from the other party, which consent may be withheld in such party's sole discretion. No such assignment shall release the assigning party from its obligations and liabilities hereunder unless specifically agreed to in writing.

13. No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any manner the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be held to be a waiver of any subsequent breach of the same provision or any other provision.

14. Notices. All notices, requests, demands, instructions or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been fully given: (a) upon actual delivery, if delivered personally or by overnight delivery service; or (b) three (3) business days after deposit in the U.S. Mail if mailed first class, postage prepaid, registered or certified mail, return receipt requested, to the addresses below each party's signature block. Either party hereto may change the address to which such communications are to be directed by giving written notice to the other party of such change in the manner above provided.

15. Severability. If any provision of this Agreement shall be determined to be invalid or inoperative, the validity and effect of the other provisions hereof shall not be affected thereby, provided that no such severability shall be effective if it causes a material detriment to any party.

16. Successors and Assigns. Subject to any provisions herein concerning assignment, all covenants and agreements herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

17. No Third-Party Beneficiaries. The agreements of ECORP and CLIENT under this Agreement are intended solely for their benefit and no third-party beneficiary relationship shall be deemed to be created hereby.

18. Entire Agreement. This Agreement, including all exhibits attached hereto which are incorporated herein by this reference, constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and therein, and supersedes and replaces any prior agreements and understandings, whether oral or written, by and between them with respect to such matters. The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only upon the written consent of both parties to this Agreement. The parties to this Agreement agree that both have had the opportunity to review and negotiate the terms and conditions of this Agreement (and seek legal counsel for assistance). Therefore, this Agreement shall be construed neither for nor against either party but shall be construed neutrally.

19. Ownership of Property. All materials prepared or developed by ECORP pursuant to this Agreement (including but not limited to documents, data, calculations, maps, sketches, notes and project specific report material) shall become the property of CLIENT when prepared, whether delivered to CLIENT or not, and if requested shall be delivered to CLIENT upon termination of this Agreement. ECORP may, at its sole discretion, retain duplicates of all materials prepared or developed pursuant to this Agreement. All formula, methodologies, technical practices, and standard document format and content developed by ECORP prior to the date of this Agreement or otherwise developed outside of this Agreement and all formula, methodologies and technical practices developed during the performance of the work hereunder shall remain and be the property of ECORP. ECORP may commingle property owned by CLIENT and property owned by ECORP during the performance of the work. Such commingled property may be used outside this Agreement, provided, however, that such use or disclosure preserves the confidentiality of CLIENT.

20. Non-Interference with Employees and Clients. During the term of this Agreement, and after termination of the Agreement (or after completion of Services if sooner) for a period of twenty-four (24) months, CLIENT shall not, in any manner, directly or indirectly, solicit or assist others to solicit, or employ, hire or otherwise engage or collaborate with (other than as necessary to complete the Services under this Agreement), persons who are then-current employees of ECORP or who were employees of ECORP at any time during the then-prior twelve (12) month period. During the term of this Agreement, and after termination of this Agreement (or after completion of Services if sooner) for a period of twenty-four (24) months, CLIENT shall not, in any manner, directly or indirectly, solicit or assist others to solicit for the purpose of providing services, or actually provide services, relating to the project (other than necessary to complete the services under this Agreement), and shall not otherwise provide services, during such period, to project that compete with services provided by ECORP.

Mr. Paul Frank  
June 16, 2022  
Page 15 of 15

**HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES<sup>1</sup>**

Project Principal .....	\$150.00-255.00
Project Managers.....	\$80.00-255.00
Cultural Resources .....	\$75.00-290.00
Engineer/Biologist/ Ecologist/Scientist.....	\$95.00-225.00
Environmental Specialist/Planner .....	\$70.00-210.00
Construction Monitoring.....	\$70.00-200.00
CAD / GIS / Software Specialist .....	\$70.00-160.00
QAQC/Technical Editor .....	\$90.00-155.00
Air Quality/GHG/Noise Analyst.....	\$90.00-155.00
Staff Engineer/Biologist/Ecologist/Scientist .....	\$90.00-145.00
Assistant/Associate/Staff Project Manager.....	\$70.00-155.00
Project Assistant/Project Administrator/Project Accountant/Controller.....	\$70.00-180.00
Lab Technician .....	\$70.00-95.00
Word Processing / Production Coordinator .....	\$70.00-110.00

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**Expense Reimbursement/Other:**

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 12% administrative handling charge.
4. Mileage is reimbursed at the current IRS rate.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

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<sup>1</sup>Rates effective June 2022 and are subject to change. Depending on the project requirements, titles may vary from this general list.



**CAL ENGINEERING & GEOLOGY**

785 Ygnacio Valley Road | Walnut Creek | CA 94596  
6455 Almaden Expwy., Suite 100 | San José | CA 95120  
23785 Cabot Blvd., Suite 321 | Hayward | CA 94545  
www.caleng.com

22 July 2022

Paul Frank, P.E.  
FlowWest  
P.O. Box 29392  
Oakland, California 94604

RE: Proposal for Construction Management (CM) Services  
Huff's Corner In-Channel Stabilization Project  
Yolo County, California

Dear Mr. Frank:

At your request, we have prepared this proposal to provide construction management (CM) services as a sub to FlowWest for the above referenced project in Yolo County, California. It is our understanding that FlowWest is the design engineer of record, and that the project consists of the rehabilitation of approximately 1100 feet of Cache Creek (Huff's Corner) by cutting into the left bank, placing fill along the right bank, and installing RSP material.

In developing the scope of work for construction management (CM) and geotechnical testing services, we have reviewed the 100% design plans and consulted with the design engineer, FlowWest. As such we have developed a scope of work on the following premises:

- Estimated 6 week construction duration.
- Full-time coverage by our designated CM who is also a field technician.
- Compaction testing of fill placement.
- Pre-, in-progress, and post-construction photogrammetry for baseline and as-built documentation.
- Records (DCS) management through a web-based portal.

Please refer to the attached spreadsheet for a cost breakdown and level of effort for the scope items listed below.

## **TASK 1 – PROJECT MANAGEMENT AND BID DOCUMENT SUPPORT**

Task 1 will consist of the following project management sub-tasks:

- **1.1 - Review and Understand Construction Documents**
  - Review of plans, specifications and permits.
  - Permit assistance not included but can be provided upon request.
  - We also provide comments and assist in finalizing construction documents.
- **1.2 – Assist with Contractor Qualification (optional)**
  - Assist Yolo County in preparing the contractor pre-qualification package.
  - Contact prospective contractors.
  - Coordinate and review bid submittals.
- **1.3 – Cost Controls and Monthly Invoicing**
  - Review weekly time reports; track & prepare monthly invoices.

## **TASK 2 – CONSTRUCTION MANAGEMENT AND SUPPORT**

Task 2 will consist of the following sub-tasks during construction:

- **2.1 – Preconstruction Services**
  - Coordinate a pre-construction meeting and record meeting minutes.
- **2.2 – Coordination with Yolo County**
  - Conduct and facilitate weekly progress meetings and record meeting minutes.
- **2.3 – Progress Payments (optional)**
  - Review and process requests for payment.
- **2.4 – Change Management**
  - Produce and maintain a log of change orders.
  - Coordinate, review, and evaluate potential change orders.

- **2.5 – Schedule Management**
  - Evaluate contractor schedule and coordinate with Yolo County.
  
- **2.6 – Request for Information (RFI) Coordination**
  - Produce and maintain a log of RFIs.
  - Receive and review all RFIs from Contractor.
  - Coordinate responses.
  
- **2.7 – Submittal Coordination**
  - Produce and maintain a log of submittals.
  - Receive and review all submittals from contractor.
  - Coordinate responses.
  
- **2.8 – Inspection and Testing of Construction Activities**
  - We have budgeted for our CM/Field Technician to be on site for, on average, 4 days a week to cover the required CM duties and observations/testing of fill placement.
  - In the event that project demands require additional days on site, we have included a unit rate per day for our CM/Field Technician in the attached spreadsheet.
  - Review daily field reports.
  - Produce and maintain a log of daily field reports.

**TASK 3 – PROJECT CLOSEOUT**

In Task 3 we will coordinate a final site walk and prepare a corrections punchlist, assist in completing project closeout forms, and prepare a final construction report.

**TASK 4 – WARRANTY PERIOD ASSISTANCE (IF NEEDED)**

In Task 4 we will coordinate corrective activities with the contractor and Yolo County, and produce a warrant period construction letter, if needed.

**DCS AND DATA MANAGEMENT**

All of the project critical documentation, including the project plans and specifications, submittals, RFIs, change orders, daily field reports, lab and field test results, and reports and letters will be uploaded and available through our web-based project portal for ease of submittal and reference.

**SCHEDULING**

We will be able to provide the necessary personnel to provide the construction management and testing services detailed herein for construction that we understand will likely start on 1 September 2022.

**STAFFING**

We have designated the undersigned, Dave Buscheck, P.E., Principal Engineer, to be the Supervising Principal Construction Manager for this project. In addition to being a licensed engineer, Dave is also a licensed contractor and certified special inspector who has served as a construction manager on other projects for Zone 7 Water Agency and Valley Water.

Dave will be assisted by Dave Burger, E.G., Principal Geologist, who will be responsible for supervising grading and testing activities. The bulk of the field work will be performed by Rocio Briseno, P.G., Project Geologist/Field CM. Rocio has many years of experience managing and testing grading activities on large public infrastructure improvement projects. Rocio is also an FAA Part 107 pilot authorized to commercially operate drones and typically will obtain aerial imaging throughout the course of work.

**TERMS AND CONDITIONS**

Cal Engineering & Geology will perform the above described services on a time-and-expenses basis with an estimated cost projection of \$73,733 (see attached cost projection). This cost projection is for, on average, 4 days a week for construction management and testing coverage during the projected duration of the work (24 days over the 6 week duration). The unit rate per day for our designated CM/Field Technician is \$1681 in the event that additional days are required for our services.

We assume that the work will be completed in conformance with Yolo County's standard professional services agreement or an equivalent agreement using our standard rates.

**EXECUTION**

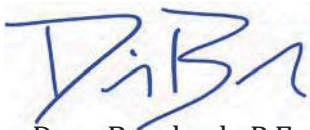
Our work will be completed in accordance with generally accepted civil engineering and construction management practices and procedures. This standard is in lieu of all warranties either expressed or implied.

If the above scope of services and terms and conditions are acceptable to you, then please attach this proposal to a professional services agreement/task order as prepared by Yolo County.

We look forward to working with you.

Sincerely,

CAL ENGINEERING & GEOLOGY, INC.



Dave Buscheck, P.E.

Principal Engineer/Supervising Construction Manager

Attachments: Cost Projections  
Schedule of Charges 2022-2023



DESCRIPTION	STAFFING						DIRECT COSTS				
	Principal-In-Charge/QA/QC [Phil Gregory]	Project Manager-Supervising CM [Dave Buscheck]	Field CM-Technician [Rocio Briseno]	I/AS & GIS-Computational Geoscientist [Justin Lindeman]	Adminy/Clerical	Subtotal Hours	Subtotal Cost	Compaction Curve, 4" mold (ASTM D 698)	Field Vehicle (daily)	Subtotal Cost	Total Cost
<b>Task 1: Project Management and Bid Document Support</b>	\$290	\$250	\$175	\$175	\$95			\$273	\$75		
<b>Task 1.1: Review and Understand Construction Documents</b>											
Review Plans, Specifications, and Current Permits	1	2	4			7	\$ 1,490			\$ -	\$ 1,490
Permit Assistance [assumed not to be included]							\$ -			\$ -	\$ -
Provide Comments and Finalize Construction Documents	2	2				4	\$ 1,080			\$ -	\$ 1,080
<b>Task 1.2: Assist with Contractor Pre-Qualification</b>											
Assist with Contractor Pre-Qualification Package		2				2	\$ 500			\$ -	\$ 500
Contact Prospective Contractors		1				1	\$ 250			\$ -	\$ 250
Coordinate and Review Bid Submittals		2				2	\$ 500			\$ -	\$ 500
<b>Task 1.3: Cost Controls &amp; Monthly Invoicing</b>											
Review Weekly Time Reports; Track & Prep Monthly Invoices		8			4	12	\$ 2,380			\$ -	\$ 2,380
<b>Subtotal Hours</b>	3	17	4		4	28	-	-	-	-	-
<b>Subtotal Cost</b>	\$ 870	\$ 4,250	\$ 700	\$ -	\$ 380	-	\$ 6,200	\$ -	\$ -	\$ -	\$ 6,200
<b>Task 2: Construction Management and Support</b>											
<b>Task 2.1: Pre-Construction Services</b>											
Pre-Construction Meeting and Record Meeting Minutes		1	6			7	\$ 1,300		\$ 75	\$ 75	\$ 1,375
<b>Task 2.2: Coordination with Yolo County</b>											
Conduct/Facilitate Weekly Progress Meetings		6	6			12	\$ 2,550			\$ -	\$ 2,550
<b>Task 2.3: Progress Payments</b>											
Review and Verify Requests for Payments to Contractor		1	6		2	9	\$ 1,490			\$ -	\$ 1,490
<b>Task 2.4: Change Management</b>											
Produce and Maintain Log of Change Orders		1	6			7	\$ 1,300			\$ -	\$ 1,300
Coordinate, Review, and Evaluate Potential Change Orders		4				4	\$ 1,000			\$ -	\$ 1,000
<b>Task 2.5: Schedule Management</b>											
Evaluate Contractor Schedule and Coordinate with Yolo		2	2			4	\$ 850			\$ -	\$ 850
<b>Task 2.6: Request for Information (RFI) Coordination</b>											
Produce and Maintain Log of RFIs		1	4			5	\$ 950			\$ -	\$ 950
Receive and Review all RFIs from Contractor		4	8			12	\$ 2,400			\$ -	\$ 2,400
Coordinate Responses		2	4			6	\$ 1,200			\$ -	\$ 1,200
<b>Task 2.7: Submittal Coordination</b>											
Produce and Maintain Log of Submittals			4			4	\$ 700			\$ -	\$ 700
Receive and Review all Submittals from Contractor		2	4			6	\$ 1,200			\$ -	\$ 1,200
Coordinate Responses		2	4			6	\$ 1,200			\$ -	\$ 1,200
<b>Task 2.8: Inspection and Testing of Construction Activities</b>											
CM/Field Technician on Site (avg ~4 days/wk; 24 days)				see note below <sup>1</sup>			\$ 40,344	\$ 819		\$ 819	\$ 41,163
Review Daily Field and Test Reports (2 hrs/wk)		12				12	\$ 3,000			\$ -	\$ 3,000
Produce and Maintain Log of Daily Field Reports		1	6			7	\$ 1,300			\$ -	\$ 1,300
<b>Subtotal Hours</b>		39	60		2	101	-	-	-	-	-
<b>Subtotal Cost</b>	\$ -	\$ 9,750	\$ 10,500	\$ -	\$ 190	-	\$ 60,784	\$ 819	\$ 75	\$ 894	\$ 57,378
<b>Task 3: Project Closeout</b>											
Final Site Walk with Punchlist		1	6			7	\$ 1,300		\$ 75	\$ 75	\$ 1,375
Assist in Project Closeout Forms		2	2			4	\$ 850			\$ -	\$ 850
Prepare Final Construction Report	1	4	8	4	2	19	\$ 3,580			\$ -	\$ 3,580
<b>Subtotal Hours</b>	1	7	16	4	2	30	-	-	-	-	-
<b>Subtotal Cost</b>	\$ 290	\$ 1,750	\$ 2,800	\$ 700	\$ 190	-	\$ 5,730	\$ -	\$ 75	\$ 75	\$ 5,805
<b>Task 4: Warranty Period Assistance (if needed)</b>											
Coordinate Corrective Work with Yolo County and Contractor		2	4			6	\$ 1,200			\$ -	\$ 1,200
Produce Warranty Period Construction Letter		4				4	\$ 1,000			\$ -	\$ 1,000
<b>Subtotal Hours</b>		6	4			10	-	-	-	-	-
<b>Subtotal Cost</b>	\$ -	\$ 1,500	\$ 700	\$ -	\$ -	-	\$ 2,200	\$ -	\$ -	\$ -	\$ 2,200
<b>Total Hours<sup>2</sup></b>	4	69	84	4	8	169	-	-	-	-	-
<b>Total Cost</b>	\$ 1,160	\$ 17,250	\$ 14,700	\$ 700	\$ 760	-	\$ 74,914	\$ 819	\$ 150	\$ 969	\$ 73,733

Shading denotes optional task items.

UNIT COST PER DAY FOR CM/FIELD TECHNICIAN \$ 1,681

NOTES:

<sup>1</sup> Field time for the CM/Field Technician is based on an average of 4 days a week for the estimated 6 week duration (24 days). We have provided a unit cost per day above in the event that additional days for CM and/or testing are required.

<sup>2</sup> Since the cost of Task 2.8 is lump sum for the CM/Field Technician on site, those field hours are not reflected in the final tally but are accounted for in the overall costs.



## Schedule of Charges 2022-2023

<b>Personnel</b>	<b>2022</b>	<b>2023</b>	<b>Rates/Units</b>
Senior Principal Engineer/Geologist	\$ 290	\$ 300	per hour
Principal Engineer/Geologist	\$ 250	\$ 260	per hour
Associate Engineer/Geologist	\$ 225	\$ 230	per hour
Senior Engineer/Geologist	\$ 210	\$ 215	per hour
Construction Manager	\$ 205	\$ 210	per hour
Project Engineer/Geologist	\$ 175	\$ 180	per hour
Staff Engineer/Geologist	\$ 155	\$ 160	per hour
Technician* (Straight time rate)	\$ 140	\$ 147	per hour
Special Inspector* (Straight time rate)	\$ 140	\$ 147	per hour
Senior GIS/CADD Specialist	\$ 150	\$ 155	per hour
GIS/CADD Technician	\$ 135	\$ 140	per hour
Computational Geoscientist	\$ 175	\$ 180	per hour
Project Assistant	\$ 105	\$ 110	per hour
Administration/Clerical	\$ 95	\$ 100	per hour
Deposition/Court Testimony (minimum 4 hours)	\$ 420	\$ 435	per hour

<b>Field &amp; Laboratory Testing</b>	<b>2022</b>	<b>2023</b>	<b>Rates/Units</b>
Concrete Compressive Strength Testing	\$ 42	\$ 43	per cylinder
Moisture Content (ASTM D 2216)	\$ 25	\$ 25	per test
Moisture & Density (ASTM D 4318)	\$ 33	\$ 34	per test
Atterberg Limits (ASTM D 4318)	\$ 211	\$ 217	per test
Compaction Curve, 4" mold (ASTM D 1557)	\$ 273	\$ 281	per test
Compaction Curve, 6" mold (ASTM D 1557)	\$ 335	\$ 345	per test
Wash over #200 Sieve (ASTM D 1140)	\$ 77	\$ 80	per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$ 155	\$ 159	per test
Sieve & Hydrometer (ASTM D 422)	\$ 242	\$ 249	per test
4-Point Soil-Cement Curve + Compressive Strength Testing (D1633)	\$ 650	\$ 655	per test

### ADVANCED MEASUREMENT SYSTEMS

<b>UAS Data Acquisition &amp; Processing</b>	<b>2022</b>	<b>2023</b>	<b>Rates/Units</b>
Drone Pilot in Command	\$ 175	\$ 180	per hour
Assistant Pilot/Spotter	\$ 155	\$ 160	per hour
Computational Geoscientist (Data Processing, Analysis, & Delivery)	\$ 175	\$ 180	per hour
UAS Digital Imagery Equipment	\$ 200	\$ 210	per day
UAS Digital Imagery w/ Ground Control Package (UAS + GNSS)	\$ 300	\$ 315	per day
UAS Hyperspectral Equipment	\$ 300	\$ 315	per day
UAS Hyperspectral w/ Ground Control Package (UAS w/ HS + GNSS)	\$ 400	\$ 420	per day
<b>LiDAR Scanning &amp; Processing</b>	<b>2022</b>	<b>2023</b>	<b>Rates/Units</b>
Terrestrial Scanner Operator	\$ 175	\$ 180	per hour
Assistant Terrestrial Scanner/Spotter	\$ 155	\$ 160	per hour
Drone Pilot in Command	\$ 175	\$ 180	per hour
Assistant Pilot/Spotter	\$ 155	\$ 160	per hour
Computational Geoscientist (Data Processing, Analysis, & Delivery)	\$ 175	\$ 180	per hour
LiDAR Scanning Equipment (Terrestrial & Aerial)	\$ 400	\$ 420	per day
LiDAR Equipment w/ Ground Control Package (LiDAR + GNSS)	\$ 500	\$ 525	per day



## Schedule of Charges 2022-2023

Reimbursables	2022	2023	Rates/Units
Mileage (per allowable federal)	\$ 0.59	\$ 0.59	per mile
Field Vehicle (Long-term)	\$ 75	\$ 79	per day
Nuclear Gage	\$ 62	\$ 65	per day
Inclinometer	\$ 206	\$ 216	per day
Vane Shear Device	\$ 118	\$ 124	per day
Geophone (Vibration Monitoring)	\$ 150	\$ 158	per day
Mapping Equipment (Trimble)	\$ 200	\$ 210	per day

\*Rates for technician and inspector work that are subject to State of California prevailing wage laws are for straight time, and reflect wage and benefits scales published by the California Department of Industrial Relations (DIR) for the greater San Francisco Bay Area as of June 1, 2021. Standard overtime and holiday overtime rates are 15% and 30% more than the straight time rates. All services subject to prevailing wage laws will be subject to change on a prorated basis to reflect applicable revisions to the DIR's published wage and benefit scales.

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, 2023. Unless otherwise agreed upon, ongoing work that continues beyond December 31, 2023 will include an anticipated annual increase of 3 percent or the CPI, whichever is greater. Rates for services subject to state prevailing wage laws will change as noted in response to revisions to the published wage and benefit scales.
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 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.