RESOLUTION - ACTION REQUESTED 2020-307

MEETING:       June 9, 2020

TO:            The Board of Supervisors

FROM:          Mike Healy, Public Works Director

RE:            Authorize the Board Chair to Execute a Design Contract for the Downtown Revitalization Project

RECOMMENDATION AND JUSTIFICATION:
Approve a Professional Design Agreement with NCE for the Downtown Revitalization Project for the Amount Not to Exceed $645,940; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works solicited Requests for Proposals from Design Engineering Firms for this project and received proposals from six(6) qualified firms. A Selection committee made up of staff from Public Works, Planning, MPUD and the District Board Supervisor where the project is located. The Committee reviewed all of the proposals and selected two firms based upon their proposals to be invited for oral interviews in order to better ascertain their vision for this true Legacy Project for the County.

Upon completion of the interview of these two highly qualified firms the Committee recommendation and selection was the firm of NCE.

Under the provisions of the Grant this project has a tight timeline for design and construction.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 17, 2020 Resolution 2020-142 the Board Authorized the Public Works Director to advertise for Design Services for the Downtown Renovation Project.

On November 19, 2019 Resolution 2019-660 the Board authorized acceptance of a Grant Award from the Economic Development Administration.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Downtown Rehabilitation will not move forward.

FINANCIAL IMPACT:
Resolution - Action Requested 2020-307

There is no financial impact to the County as this project is 100% Funded by the Federal Government.

ATTACHMENTS:
Proposal   (PDF)
NCE 20-059 Downtown Revitalization Project Design Agreement   (PDF)

RESULT:   ADOPTED [UNANIMOUS]
MOVER:   Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR DESIGN SERVICES FOR THE MARIPOSA DOWNTOWN RENOVATION

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of June, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and NCE, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on June 1, 2020 and terminate on December 31, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform design services for the Mariposa downtown rehabilitation project as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $645,590. The Contractor’s hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit
shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)
In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. **STATE AND FEDERAL TAXES**

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. **ASSIGNMENT**

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
NCE  
8795 Folsom Blvd. Suite 250  
Sacramento, CA 95826  
916.388.5655

**COUNTY:**
Public Works  
4639 Ben Hur Rd.  
Mariposa, CA 95338  
209.966.5356

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11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicapped, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

   A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

   B. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
24. **CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. **AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. **NEGOITIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s
assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source:**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA  

[Signature]

Kevin Cann, Chair  
Board of Supervisors

CONTRACTOR

[Signature]

NCE  
Principal

ATTEST:

[Signature]

Rene LaRoche  
Clerk of the Board

APPROVED AS TO FORM:

[Signature]

Steven W. Dahlem  
County Counsel
Revised Scope of Work - Mariposa Town Renovation Project
May 13, 2020

Task 1: Project Management

NCE will provide project management, communication, and project coordination services, and will organize a project kick-off meeting with the County and MPUD.

1.1 Project Kick-Off Meeting

NCE’s Project Manager will schedule a kick-off meeting with stakeholders to initiate work on the project. The objectives of the kick-off meeting will be to:

- Review the scope of work (SOW), assumption and deliverables – note that the SOW included in this proposal will be refined during a meeting with the County after award and prior to contract signing as outlined in the approach section
- Establish lines of communication including dedicated File Transfer Protocol (FTP) site, if necessary
- Confirm deadlines and agree on project schedule and milestones
- Review design and operation criteria
- Review QA/QC program and requirements
- Obtain all relevant information from County e.g. utility maps, aerial photos, GIS shape files, etc.

Establishing effective lines of communication with, and coordination among the various project stakeholders from the start of this project is critical. These may include, but are not limited to County and MPUD staff (engineering, maintenance, traffic engineering, water, sewer, GIS etc.), and third party utility and other service providers (PG&E, AT&T, Comcast, Caltrans, schools, etc.). To the extent that any construction conflicts or requirements and/or design challenges can be identified early on, this helps to minimize delays (and likely costs) later in the design process or during construction. Additionally, at the kick-off meeting, the key deliverables and schedule for each task will be reviewed and adjusted accordingly to meet the County’s needs.

1.2 Project Management (Communication & Coordination)

NCE’s Project Manager will maintain frequent and timely communication with the County throughout the duration of the project on regular bi-weekly meetings or phone calls. Project management tasks will include:

- Maintain frequent and timely communication with County staff
- Prepare and update a Project Schedule in Gantt format using MS Project
- Track contract budget and inform the County of any scope concerns in a timely manner
- Host FTP site for project data and deliverables

Throughout the project, NCE staff will be available to attend progress meetings with the County (up to six meetings included in this scope of work) to maintain good communication. Due to the current COVID-19 outbreak NCE assumes that the first three meetings will be held via Go-to Meeting or another web-based platform. The purpose of the progress meetings will be to identify and resolve any design or funding issues.
Task 2.3: Topographic Surveying

NCE understands that the County Surveyor will provide a design ready topographic survey and right-of-way information of all streets and the streets with sanitary sewer replacement and lining work. Prior to the survey work NCE will meet (web-based meeting) with the County Surveyor to review the survey requirements.

NCE assumes that the surveys, conducted by the County Surveyor, will collect the following data:

Topographic Survey for Street Improvements

- Perform cross-section survey of roadway at 50-foot intervals and include detailed mapping of existing driveways up to the right-of-way.
- Perform topographic survey of all hardscape and softscape, including grade breaks, high points, and low points. In flat areas, measure spot elevations in a grid pattern at 25-foot intervals.
- Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.
- Trees 4-inch in diameter at breast height or larger will be located.
- Prepare topographic map at a client-defined scale.

Topographic Survey for Sewer Rehabilitation

- Perform cross-section survey of roadway at 50-foot intervals. For segments of the project that fall outside of an existing roadway, mapping will consist of a corridor 50 feet wide with a minimum of three grades at each cross-section.
- Perform topographic survey of all hardscape and softscape, including grade breaks, high points, and low points. In flat areas, measure spot elevations in a grid pattern at 50-foot intervals.
- Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.
- Trees 4-inch in diameter at breast height or larger will be located.
Deliverables:

- Video survey file and report of selected sewer mains (may include videos, individual condition reports, maps with pipe and structure IDs, and a database file)

Task 2.5: Limited Geotechnical Investigation and Pavement Coring

For this task, NCE's subcontractor MGE will perform geotechnical services to support pavement design, sewer replacement, retaining wall design, and earthwork recommendations for improvements. MGE will perform borings to assess subgrade where pavement will be rehabilitated or replaced. MGE will perform one to two borings per street where the sewer will be replaced; two borings per parking lot; and one boring at 3rd, 4th, 7th, 9th, and 11th Streets and two holes at 5th, 6th, and 8th Streets. If possible, MGE will attempt to locate borings where we can collect data for both pavement and sewer concurrently. MGE expects to complete a total of sixteen borings for the roadway, parking area, and sewer replacement.

MGE assumes that the streets can be closed during the explorations and MGE will provide only provide temporary road closure signs on each side of the work area. MGE will not place traffic control signs within Caltrans right-of-way to avoid applying for a Caltrans encroachment permit. MGE expects to obtain an encroachment permit from the County for work on streets in Mariposa. MGE will not perform exploration within Caltrans right-of-way.

MGE will provide geotechnical recommendations for sewer trench excavations, wall foundations, and provide pavement section data and subgrade evaluations to NCE for their pavement design. MGE will prepare a draft and final version of our geotechnical report. Pavement design engineering and pavement design will be prepared in Task 4.1. The geotechnical services will consist of:

- Acquiring County and Caltrans encroachment permits
- Marking boring locations for utility location
- Providing traffic control warning signs and cones (including road closure signs)
- Performing 8 borings to 5-foot depth to evaluate the depth to competent subgrade in roadway and parking areas
- Performing 8 borings to 10 to 15-feet depth at sewer locations (some locations will be combined to collect sewer and roadway data)
- Performing laboratory testing on soil samples collected from the borehole
  - 10 Atterberg Limits, 1-point (ASTM D4318)
  - 15 Moisture Content (ASTM D2216)
  - 3 R-value (CTM 301)
  - 2 Corrosivity (CTM 643, CTM 417 and CTM 422)
- Performing engineering and geologic analyses
- Preparing a written report.

MGE will characterize encountered soil and evaluate engineering properties for design. We will calculate lateral and passive earth pressures for use in retaining wall design and calculate subgrade resilient modulus for sewer design, as necessary. MGE will evaluate bearing capacity of subgrade soil to support spread footing foundations for retaining walls. MGE will provide R-value data to NCE for their pavement
Task 2.6: Traffic Analysis

Fehr & Peers will conduct a traffic analysis of the proposed traffic circulation changes. To support the analysis, peak period (7-9 AM and 4-6 PM) intersection turning movement counts will be collected at up to two intersections that include truck, bicycle, and pedestrian volumes. Hourly roadway counts will be collected for a 48-hour period at up to eight locations. We will conduct a site visit to observe travel patterns and document existing vehicle and pedestrian facilities.

Using the traffic counts, we will estimate AM and PM peak hour intersection demand volumes at up to ten selected intersections in the study area. We will analyze AM and PM peak hour intersection capacity at the selected intersections under the current and the proposed circulation configurations. Based on the analysis, we will provide recommendations for the circulation system to improve capacity and enhance safety.

We will review proposed locations of pedestrian facilities (sidewalks, curb ramps, crosswalks, etc.) and recommend changes to better serve pedestrian desire lines and improve pedestrian safety consistent with the Mariposa Transportation Center + Active Transportation Feasibility Study. All deliverables will undergo a thorough QA/QC review prior to submission to the County. The QA/QC process will be documented on QA/QC forms that are included in NCE’s quality assurance management program (QAMP).

Assumptions:
1. A traffic analysis to analyze detour routes or temporary capacity improvements at any of the intersections along the detour route, if needed, can be provided for an additional scope and fee.

Deliverables:
* Traffic Analysis Memorandum

Task 3: Landscape Architecture

Task 3.1: Site Analysis
The NCE team will conduct a detailed Landscape Site Analysis that will document the factors impacting the site and factors that will be considered during the landscape design process. These include vehicular, emergency and pedestrian circulation, existing features such as drainage infrastructure, signage, utilities, building thresholds, ADA barriers, existing site furnishings, potential conflicts with existing buildings, existing trees and environmental factors such as wind, sun, rain and climate change.

Deliverables:
* Site analysis diagram

Task 3.2: Review of Planning Documents
NCE will review past planning and urban design efforts, the Mariposa Transportation Center + Active Transportation Feasibility Study (MTC ACTFS), Caltrans Main Street Improvement Plans, local zoning and land use requirements to familiarize themselves with the goals and proposed features of the plans. NCE’s review will be summarized and will focus on elements and planning objectives that can be implemented as part of the street rehabilitation project.
irrigation, and lighting approach. Drawings will be drafted in digital format using AutoCAD and printed at 1" = 10'-0". NCE will prepare the following drawings:

- Landscape Layout and Materials Plans
- Grading Plans
- Planting Plans and Plant Palette
- Landscape Details
- Irrigation Plan

**Deliverables:**

- Preliminary design plans, and plans, specifications and estimate at the 50%, 90%, and 100% (Final) stages to be incorporated into the roadway and parking lot design package.

**Assumptions and Exclusions:**

1. Presentations to any commissions, agencies, boards, or citizens groups not identified in the above Scope of Work
2. Press conferences, publicity, or mailings
3. Construction plans for any required electrical engineering and/or site lighting circuitry is not included

**Task 4: Roadway and Parking Lot Design**

**Task 4.1: Pavement Design**

For this task NCE will perform the pavement design for the streets and parking lots selected to be rehabilitated or reconstructed for this Project. First, NCE will perform a pavement condition survey of each street section based on distresses. The surveys will generally cover the travel and parking lanes. Pavement condition surveys serve the purpose of further refining the appropriate pavement rehabilitation treatments that are developed based on pavement deflection testing and coring.

This pavement condition survey will generally note the presence of load related and environmental distresses, such as alligator cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions, and depressions as they pertain to developing appropriate pavement treatments. Our scope of work and pavement condition surveys do not address issues including but not limited to traffic, safety and road hazards, geometric issues, road shoulders, or short-term maintenance. The results of this condition survey will be used in the analysis and included in the Pavement Design Memorandum.

Using the data obtained in this task and Task 2.5, NCE will perform pavement analysis and design services, and develop pavement rehabilitation recommendations for each street section and parking lot. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual. NCE will develop pavement structural section recommendations expressed in the form of a Traffic Index that will be provided by the County. NCE will develop recommendations including, that may include, but not limited to, the following:

- Conventional Hot Mix Asphalt pavement overlays
- Warm Mix Asphalt (WMA)
- Rubberized Hot Mix Asphalt (RHMA) overlays
4. One preliminary design will be prepared. The preparation of preliminary design alternatives is not included in this scope of work.

5. Landscape design will be included as appropriate in the preliminary design. Detailed landscape design is not included in this scope of work, but a scope of work and fee can be provided based on the agreed upon landscape elements.

Deliverables:
- Preliminary design plans
- Preliminary estimate of probable construction cost

Task 4.3: 50% Plans, Specifications & Estimate (PS&E)

For this task, NCE will prepare the 50% PS&E for the roadway and parking lot improvement project. The 50% PS&E will be based on the preliminary plans and may consider or incorporate comments received from the public during the public meeting. The 50% PS&E will consist of the plans, a table of contents for the technical specifications and a 50% estimate of probable construction cost. The plans will be prepared on 24"x36" plan sheets at a scale appropriate to show the improvements in a biddable and constructible manner. During the preparation of the 50% PS&E, NCE's senior inspector, Dick Minto, will conduct a constructability review of the design in the field. The comments from the constructability review will be incorporated into the 50% plans prior to internal QA/QC review. Hydrologic and hydraulic calculations will be provided as necessary in case major changes to storm drain systems are anticipated.

Driveway and Parking Lot Improvement Plans:

The 50% plans will include the line work of the improvements, typical sections and details, plan and profile view and construction notes to present the improvements in a logical manner. Where grades need to be revised as anticipated for the ADA parking stalls at the parking lots, required grading and retaining walls will be shown in plan and sectional view. Curb lines will be shown in plan and profile view. Where bulb outs are designed the flowline will be shown in profile view to show the direction of drainage. The pavement rehabilitation or reconstruction methods will be shown and where reconstruction is specified a centerline profile of existing and finish grade will be included. The plans will be accompanied by typical and specific details and notes to describe the work.

Structural Plans:

MGE will support NCE in the design and development of plans, specifications and estimates for the retaining wall elements required for the ADA, parking, and roadway improvements. Structural plans will be incorporated into the plan set and structural design will follow current Caltrans and ADA standards, as applicable. As necessary, MGE will incorporate aesthetic treatments into the retaining walls to reflect historic elements that are characteristic of Mariposa. MGE understands that approximately 870-linear feet of retaining wall may be required for the improvements. We understand that wall heights could range from 3 to 5-feet.

MGE will develop structural plans, technical specifications, and construction cost estimates for PS&E submittals at 50%, 90%, and final design levels. MGE will utilize the 2018 Caltrans Standard Plans for retaining walls where possible, and technical specifications will be based on the 2018 Caltrans Standard Specifications. The MGE work scope also includes bidding and construction support services.
Fehr & Peers will assist the County in reviewing the contractor’s plans and provide one round of review comments.

The 50% PS&E package will be submitted to the County for review and comment. NCE assumes that the County will need 15 days to review the design documents. After the County’s review, NCE proposes to have a design review meeting where more significant comments can be discussed, and possible solutions identified. NCE will prepare the 90% PS&E from the comments and discussion received from the County. All deliverables will undergo a thorough QA/QC review prior to submission to the County. The QA/QC process will be documented on QA/QC forms that are included in NCE’s QAMP.

Assumptions:
1. We assume that any work performed within Caltrans right-of-way will be performed to County standards and will not require the PS&E package to be in Caltrans format.
2. Should a traffic analysis be needed to analyze detour routes or temporary capacity improvements at any of the intersections along the detour route, we will coordinate to determine the revised scope of work and fee.
3. County will provide template of technical specifications as the basis for developing new technical specifications.
4. County will provide upfront specifications, including General Provisions and Special Provisions for inclusion in the contract documents.

Deliverables:
- 50% design plans
- Table of contents for technical specifications
- 50% estimate of probable construction cost

Task 4.4: 90% PS&E
For this task, NCE will prepare the 90% PS&E for the roadway and parking lot improvement project. The 90% PS&E will be based on the 50% plans and comments received from the County. The 90% PS&E will consist of the plans, technical specifications and a 90% estimate of probable construction cost. The plans will be advanced to the 90% design stage and will show more details, notes, elevations, grades to make it a biddable plan set.

The 90% PS&E package will be submitted to the County for review and comment. NCE assumes that the County will need 10 days to review the design documents. Subsequent to the County’s review, NCE proposes to have a design review meeting where more significant comments can be discussed, and possible solutions identified. NCE will prepare the 100% PS&E from the comments and discussion received from the County. All deliverables will undergo a thorough QA/QC review prior to submission to the County. The QA/QC process will be documented on QA/QC forms that are included in NCE’s QAMP.

Assumptions:
1. County will provide comments on the 50% PS&E.
Relocate water components including fire hydrants and appurtenances.

It is the intent of the project to keep the sewer replacement design to as few plan sheets as possible. Depending on the findings of the investigations some section may require plan and profile. Sanitary sewer manhole reconstruction will be based on typical details provided by MPUD. The 50% PS&E package will be submitted to the County for review and comment. NCE assumes that the County will need 15 days to review the design documents. After the County’s review, NCE proposes to have a design review meeting where more significant comments can be discussed, and possible solutions identified. NCE will prepare the 90% PS&E from the comments and discussion received from the County. All deliverables will undergo a thorough QA/QC review prior to submission to the County. The QA/QC process will be documented on QA/QC forms that are included in NCE’s QAMP.

Assumptions:
1. County will provide information regarding utilities (i.e., water, sanitary sewer, storm drain). This will include all necessary boundary and property limits for design of the project.
2. Provide existing City and MPUD technical specifications as the basis for developing new technical specifications.

Deliverables:
- 50% design plans
- Table of contents for technical specifications

Task 5.2: 90% PS&E
An engineer’s estimate itemizing the construction costs will be provided at the 90% Submittal and the Final Submittal to include written bid item measurement and payment recommendations using Caltrans standard bid item descriptions where possible. The basis for the estimate will be historic data from County construction projects or known current data for similar projects.

The final contract documents will include drawings, specifications, quantities, cost estimate, and all documents necessary for bidding, construction, and permitting of the project. We will prepare drawing details and all necessary specifications for the design. During the conceptual design verification, the survey and environmental teams will be engaged to collect data along the route for design. Once the data from these teams has been reviewed - the design team will analyze this information and determine if there are any risks that the County will need to be aware of prior to design. The design team will also bring any recommended design changes to the County for review and decision. The QA/QC process will be documented on QA/QC forms that are included in NCE’s QAMP.

All comments will be documented in a decision log, incorporated by the design team, and the manner the comment was addressed will also be documented in the decision log.
4. County will organize the meeting place and send out invitations.

**Deliverables:**

- Public meeting agenda
- Plans and exhibits necessary to show the project

**Task 7: Bidding and Construction Support Services**

NCE will provide the County with assistance during the advertisement and bidding periods for the project. This will include helping the County in attending the pre-bid conference, responding to questions received about the project design, and preparation of any addenda and/or clarifications to the PS&E that are deemed necessary. NCE can also assist the County in determining the responsiveness of bids received, with checking and tabulating bid results, and with developing recommendations for award of a construction contract to the County Board of Supervisors. We have allocated approximately 40 staff hours for office support during bidding. If additional effort is required beyond these estimated staff hours, we will notify the County.

NCE will provide support services to the County during construction of the project. At a minimum, these services are anticipated to include attendance at the pre-construction conference, reviewing Contractor submittals and responding to Contractor requests for information, field verification of localized repair (e.g. pavement digout and curb and gutter) areas, providing recommendations for any necessary construction changes due to unforeseen field conditions, assisting with the review of Contract Change Orders, and reviewing construction for acceptance. This task does not provide any field inspection services and we understand that all construction inspection will be provided by the County. We have allocated approximately 80 staff hours for support during construction. If additional effort is required beyond these estimated staff hours, we will notify the County.

**Assumptions:**

1. Construction management to be provided by others.
2. Punch list to be prepared by resident engineer.
3. NCE will be available on short notice to visit the site.

**Deliverables:**

- During bidding: participate in the pre-bid meeting; response to Request for Information (RFIs), preparation of up to one addendum.
- During Construction: participate in the pre-construction meeting, review contractor submittals, respond to RFIs, prepare design clarifications, participate in punch list walk.

**Task 8: As-built Documentation**

NCE will provide limited support (assumed 22 hours) to the County to prepare as-built documentation that will be prepared from Contractor provided red-lined drawings. The technical specifications will require the Contractor to record any project elements that deviate from the design plans on a specific red-lined drawing set. Once the red-lined contractor drawings set has been submitted to the County it is assumed that this drawing set constitutes the as-built drawings. No translation to CAD is required. At the
Task 10: Potholing

If it turns out during the design phase that potholing is required or beneficial for the design, NCE will work with Discovery Hydrovac (DH) to perform potholing of underground utilities. DH will acquire permits from Mariposa County, mark for USA and call in the USA ticket, provide traffic control, core asphalt concrete pavement and backfill with aggregate base and restore the pavement per Town Standards.

Assumptions:

1. Working hours are from 7:00 am to 5:00 pm with no restrictions (10-hour workday)
2. No weekend, night, or holiday work
3. Free access to all areas
4. County Surveyor will include pothole location on topographic mapping product
5. No handling of hazardous materials
6. No dewatering or water control, dust control or mitigation

Deliverables:

- Pothole Data Report

Task 11: Construction Staking

NCE will provide a scope of work and fee for construction staking at the time the construction documents are in their final phase. Since the project has not been designed yet, the construction staking proposal would need to be based on some broad assumptions that would likely be too far off from the final numbers, requiring to resubmit a scope and fee when the project goes to bid.

Assumptions:

1. Scope and fee will be submitted once final construction documents are available

Deliverables:

- None at this time
# Certificate of Liability Insurance

**Producer**: License # 0E67768  
IOA Insurance Services  
4370 La Jolla Village Drive  
Suite 600  
San Diego, CA 92122

**Insured**: Nichols Consulting Engineers, CHTD  
1885 S. Arlington Ave., #111  
Reno, NV 89509

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**Coverages**

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<th>Certificate Number</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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<td>5/17/2020</td>
<td>5/17/2021</td>
<td></td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations**: County of Mariposa, its officers, officials, employees, and volunteers are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers’ Compensation in favor of the Additional Insureds.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

**Certificate Holder**

County of Mariposa  
Attn: Jean Dordran  
4639 Ben Hur Road  
Mariposa, CA 95338

**Authorized Representative**

T. Kelly Howard  

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with “your work” and included within the “product-completed operations hazard”.

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any “professional services”.
   c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.

3. The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The “bodily injury” or “property damage” for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The “personal and advertising injury” for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

   We waive any rights of recovery we may have against any person or organization because of payments we make for “bodily injury”, “property damage” or “personal and advertising injury” arising out of “your work” performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the “bodily injury” or “property damage” occurs, or the “personal and advertising injury” offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
B. Employees As Insureds

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II - LIABILITY COVERAGE.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the Other Insurance Condition in the BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "auto's" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II - LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss</td>
<td>Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement</td>
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