

RESOLUTION NO. 5242

RESOLUTION NO. 5243, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AMENDMENT 1 TO TASK ORDER #20 FROM HARRIS & ASSOCIATES IN THE AMOUNT OF \$29,776 FOR ADDITIONAL ENGINEERING DESIGN OF THE SAN VICENTE AND GABILAN STORM DRAIN AND UPRR RETENTION/DETENTION POND IMPROVEMENTS PROJECTS

WHEREAS, on June 3, 2015, Council authorized a Task Order with Harris and Associates in the amount of \$277,405 for Task Order #20 - Engineering Design of the San Vicente and Gabilan Storm Drain and UPRR Retention/Detention Pond Improvements Projects; and

WHEREAS, through utility investigation Harris identified utility conflicts with the recommended storm drain alignment within San Vicente Road and recommended an alternative alignment; and

WHEREAS, city staff directed the Harris team to move forward with the alternative alignment resulting in scope change; and

WHEREAS, as requested by the City, Harris has submitted Amendment #1 to Task Order #20 for additional Engineering Services; and

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad hereby approves Amendment #1 to Task Order #20 with Harris & Associates in the amount of \$29,776, a copy of which is attached hereto as **Exhibit A** and by reference incorporated herein.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 2nd day of November, 2016, by the following vote:

AYES, and in favor thereof, Councilmembers: Patricia D. Stephens, Alejandro Chavez, Richard Perez, Christopher K. Bourke, and Mayor Fred J. Ledesma

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:



FRED J. LEDESMA, Mayor

ATTEST:

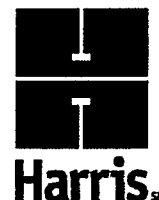


DONALD T. WILCOX, Interim City Clerk



October 13, 2016

Donald T Wilcox, PE
Public Works Director/City Engineer
City of Soledad, CA
248 Main Street/PO Box 156
Soledad, CA



**Subject: Soledad Regional Recharge Project
Request for Amendment for Additional Services**

Dear Don:

We have completed the 65% design for the Soledad Regional Recharge Project. When this project was originally scoped, it assumed that the project would install an 84" pipeline in San Vicente Road. However, after investigation of utilities in San Vicente, our team determined that it would be more cost effective to construct a new pipeline in the farm field west of San Vicente Road. In our memorandum dated February 2, 2016, we estimated that this alignment would be approximately \$370,000 cheaper in construction costs than continuing to put the pipeline in San Vicente Drive, and avoid significant utility conflicts of unknown cost.

Additional investigations into this proposed alignment have resulted in several increases in scope for the design effort. These are listed below. Fuller definitions of scope and fee are attached, and a breakdown summary of costs can be found on the following page.

- A. Hydraulic Analysis: Harris retained Schaaf and Wheeler to update the hydraulic model used for their Storm Drain Master Plan to more accurately incorporate the City's development plans and to investigate alternative alignments and pipe sizes for the San Vicente Pipe.
- B. Geotechnical Investigation: Our scope now includes geotechnical investigation and percolation testing to be performed by Pacific Crest Engineering.
- C. Appraisal/Right of way: Right of way appraisal services are required to determine the value of the easement the City will need for the pipe.
- D. Topographic Survey: Additional survey efforts are required in the area of the new alignment.
- E. Utility locating: Utility locating was required in the new alignment to ensure no utility conflicts.
- F. Plat and Legal Description: Once the easement has been negotiated, our surveyor will need to prepare a Plat and Legal Description.
- G. CEQA compliance: Because the project now includes improvements located outside of the public right-of-way, CEQA compliance is required.

The total summation of out of scope items adds up to \$54,776. To date, however, Harris has been efficient in production for the remainder of the project. We are currently tracking under our budget for investigation phase, preparation of 30% plans and preparation of 65% PS&E. We are able to deduct \$25,000 from our amendment request to account for these efficiencies. Our total request is thus \$29,776. Below find a summary table of our budget deviations to date:

2 Salinas Street, Suite B, Salinas, CA 93901

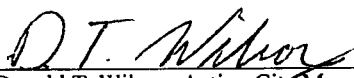
Exhibit ID	Item	Party Performing Work	Budget Increase (includes sub markup)
A	Hydraulic Analysis	Schaaf and Wheeler	\$14,410
B	Geotechnical Investigation	Pacific Crest Engineering	\$13,558
C	Appraisal/Right of Way	Appraisal Resource Group	\$4,895
D	Topographic Survey	Monterey Bay Engineers	\$7,150
E	Utility Locating	Subtronic	\$3,498
F	Plat and Legal Description for Easement	Monterey Bay Engineers	\$770
G	CEQA Compliance	Harris & Associates	\$10,495
	Subtotal Added Scope		\$54,776
	Credit to City		-\$25,000
	Total		\$29,776

Harris & Associates appreciates the opportunity to submit this letter proposal for design services. Please do not hesitate to call me should you have any questions regarding this amendment request.

Sincerely,
Harris & Associates



Jasmine Cuffee, PE
Director, Engineering Services
Manager, Civil Design

Approved by: 
Donald T. Wilcox, Acting City Manager

Date: 11/03/2016

Reso #

2 Salinas Street, Suite B, Salinas, CA 93901

Exhibit A: Schaaf and Wheeler Proposal for Hydraulic Analysis

2 Salinas Street, Suite B, Salinas, CA 93901



James R. Schaaf, Ph. D, PE
Kirk R. Wheeler, PE
Peder C. Jorgensen, PE
Charles D. Anderson, PE
Daniel J. Schaaf, PE

870 Market Street, Suite 1278
San Francisco, CA 94102-2906
415-433-4848
FAX 415-433-1029

M. Eliza McNulty, PE
Benjamin L. Shick, PE
Leif M. Coponen, PE
Principal Emeritus
David A. Foote, PE

November 16, 2015

Frank Lopez
Director, Community Services
Harris & Associates
2 Salinas St., Suite B
Salinas, CA 93901

Subject: City of Soledad Storm Drain Improvements Modeling

Dear Mr. Lopez:

Schaaf & Wheeler is pleased to submit this proposal to model storm drain improvement alternatives in the City of Soledad. The hydrologic and hydraulic model developed during the City of Soledad Storm Drain Master Plan (Schaaf & Wheeler, May 2015) analysis will be used to assist Harris & Associates (Harris) in selecting constructible storm drain improvements. Improvements recommended in the master plan will be refined using data recently gathered by Harris, and land use will be updated based on direction from City staff.

The near-term land use condition utilized in the master plan will be updated to include additional development anticipated to occur in the near future. This includes the West Side General Commercial Development on the western edge of the city adjacent to Hwy 101 as shown in Figure 1.

Two modeling scenarios will be analyzed as part of this scope of work:

- West Side General Commercial Development drains to the improved San Vicente Road storm drain pipe at Market Street; and
- West Side General Commercial Development drains to the existing Front Street pipe to the west of San Vicente Road.

Several design issues will be considered when modeling each alternative:

- There are several utilities in San Vicente Road and Harris is interested in using the smallest replacement diameter as possible to avoid conflicts;
- The Toledo basin will not be considered for infiltration or storage credit;
- Refine model to determine design parameters for increasing storage in the UPRR model and associated overflow pipe.

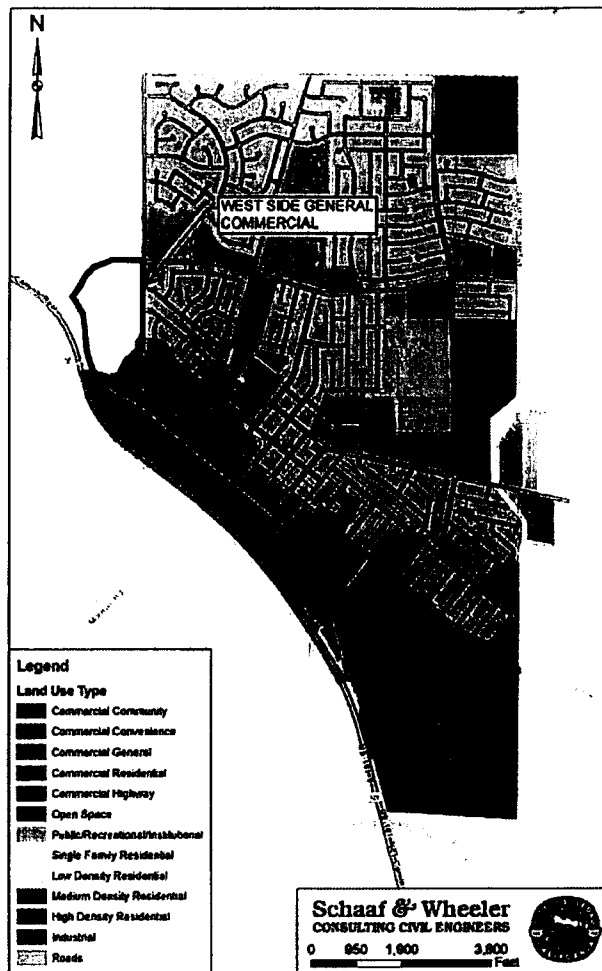
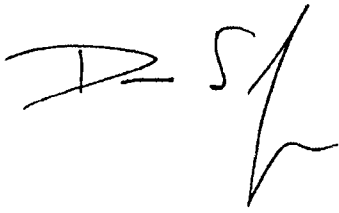


Figure 1 - Update Near-Term Land Use

Modeling of the scenarios is anticipated to be an iterative process between Harris and Schaaf & Wheeler staff in order to determine which design is most constructible while meeting the hydraulic requirements. For the purposes of this scope it is assumed that each modeling scenario will be run a maximum of five times with a phone call or email communication with Harris staff describing the results of each run. A draft technical memo that describes the final results for each scenario will be prepared once the models are finalized. Schaaf & Wheeler is scoped to attend one in-person meeting with Harris and City staff to discuss the draft memo. The memo will be finalized once all comments have been received.

Schaaf & Wheeler proposes to complete this scope of work for a not-to-exceed amount of \$13,100. Coordination via telephone, email, and one in person meeting are covered by this scope and fee; attendance at any additional meetings would be an additional fee. Refer to the attached Fee Estimate and Hourly Rate Schedule for the basis of the not-to-exceed amount. Our standard terms and agreements are also attached.

Sincerely,
Schaaf & Wheeler



Daniel J. Schaaf, P.E.

Principal

I DO HEREBY AUTHORIZE SCHAAF & WHEELER TO PROCEED FORWARD WITH THE EXECUTION OF THIS SCOPE OF WORK AT THE STATED RATE OF COMPENSATION.

Name

Date

**Harris & Associates
 City of Soledad Storm Drain System Modeling
 Schaaf & Wheeler
 Fee Proposal - November 2015**

		Dan Schaaf, PE	Emily D. Straley, PE	Assistant Engineer	
Task	Hourly Rate	\$220	\$195	\$150	Total
1	Update Land Use			2	\$ 300
2	Scenario One Modeling	1	2	16	\$ 3,010
3	Scenario Two Modeling	1	2	16	\$ 3,010
4	Draft Analysis Technical Memorandum	1	8	12	\$ 3,580
5	Meeting with Harris and City Staff		2	4	\$ 990
6	Final Analysis Technical Memorandum	1	4	8	\$ 2,200
Project Total:		4	18	58	\$ 13,100

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

James R. Schaaf, Ph. D, PE
Kirk R. Wheeler, PE
Peder C. Jorgensen, PE
Charles D. Anderson, PE
Daniel J. Schaaf, PE

1171 Homestead Rd., Suite 255
Santa Clara, CA 95050-5485
408-246-4848
Fax 408-246-5624

M. Eliza McNulty, PE
Benjamin L. Shick, PE
Leif M. Coponen, PE
Principal Emeritus
David A. Foote, PE

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr</u>	<u>Classification</u>	<u>Rate/Hr</u>
Project Manager	\$220	Construction Manager	\$210
Project Engineer	\$210	Senior Resident Engineer	\$180
Senior Engineer	\$195	Resident Engineer	\$160
Associate Engineer	\$175	Assistant Resident Engineer	\$140
Assistant Engineer	\$150	Construction Inspector	\$130
Junior Engineer	\$140		
Designer	\$135		
Technician	\$130		
Engineering Trainee	\$100		

Principal time is \$300 per hour and is charged only for work done in preparation for litigation and other very high level-of-expertise assignments. Court or deposition time as an expert witness is charged at \$400 per hour with a minimum of four hours per day.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

These rates are subject to revision semi-annually.

Effective 1/1/15

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

James R. Schaaf, Ph. D, PE
Kirk R. Wheeler, PE
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Standard Provisions

Last Revised August 2013

Conditions set forth below are incorporated as part of this Agreement. These Standard Provisions and the accompanying proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Provisions shall govern.

1. **PROFESSIONAL STANDARDS OF CARE** - Schaaf & Wheeler, its employees, subconsultants, and subcontractors (hereinafter referred to as "CONSULTANT") shall perform its services under this Agreement in accordance with the degree of care and skill ordinarily practiced at the same point in time and under similar circumstances by professionals providing similar services. No other warranty, express or implied, shall apply to the services performed by CONSULTANT.
2. **INDEMNITY** - CONSULTANT shall indemnify and hold harmless CLIENT (including its officers and employees) against all claims, losses, damages, expenses (including the reimbursement of reasonable attorney's fees), and liability for injury or harm to persons or property to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT for professional services performed under this Agreement.
3. **FORCE MAJEURE** - Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
4. **DISPUTE RESOLUTION** - CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
5. **APPLICABLE LAWS** - CONSULTANT shall perform its services in accordance with the laws, rules, regulations, and codes that are applicable to the project and in force at the time of the completion of the documents.
6. **HAZARDOUS MATERIALS** - The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
7. **RIGHT OF ENTRY** - When entry to property is required for the CONSULTANT to perform its services, the CLIENT agrees to obtain legal right-of-entry on the property.

8. RELIANCE ON INFORMATION PROVIDED BY OTHERS – CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
9. THIRD PARTIES - Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.
10. OWNERSHIP OF DOCUMENTS - The CLIENT agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the CLIENT's sole risk and without liability to CONSULTANT or its employees, independent professional associates, subconsultants, and subcontractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
11. SUSPENSION OR TERMINATION OF CONTRACT – CLIENT may suspend or terminate this Agreement with seven days prior written notice to CONSULTANT for convenience or cause. CONSULTANT may terminate this Agreement for cause with seven days prior written notice to CLIENT. Failure of CLIENT to make payments when due shall be cause for suspension of services, or, ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges.
12. SITE VISITS - In the event that CONSULTANT's scope of services shall include site visits during the construction phase, CONSULTANT shall be serving only in the capacity as a consultant to advise CLIENT on issues involving progress and general design compliance. CONSULTANT does not assume any responsibility for the quality, sequences, techniques, or timeliness of any contractor's work, job site safety, continuous onsite inspections, or any issues that fall outside of the CONSULTANT's scope of services as defined herein.
13. GOVERNING LAWS - The laws of the state of California shall govern the validity and interpretation of the Agreement.
14. INSURANCE - During the performance of work covered by this Agreement, CONSULTANT shall maintain the following insurance coverage:
 - a) Workers' Compensation Statutory
 - b) Commercial General Liability \$1,000,000 each occurrence; \$2,000,000 aggregate
(includes Products & Completed Operations)
 - c) Automobile Liability \$1,000,000 combined single limit each accident
 - d) Professional Liability \$3,000,000 each claim; \$3,000,000 aggregate

**Exhibit B: Proposal from Pacific Crest Engineering for
Geotechnical Investigation**

2 Salinas Street, Suite B, Salinas, CA 93901

Exhibit B

Pacific Crest Engineering Inc. 

www.4pacific-crest.com

444 Airport Blvd, Suite 106
Watsonville, CA 95076
Phone: 831-722-9446
Fax: 831-722-9158

July 15, 2016

Proposal No. PR109 (Rev 2.1)

Kyle Carbert
Harris & Associates
141 Willow Pass Road, Suite 500
Concord, CA 94520

Subject: Proposal for a Geotechnical Investigation
City Of Soledad
Storm Drainage Improvement
Soledad, California

Dear Mr. Carbert,

Pacific Crest Engineering Inc. (PCE) is pleased to present our proposed scope of work and fee to perform a geotechnical investigation for the City of Soledad's Storm Drainage Improvement Project. To prepare this proposal we reviewed your request for proposal for the project, reviewed our files and other available documents concerning the site and discussed the project with Harris & Associates team members.

PROJECT DESCRIPTION

It is our understanding that the proposed Storm Drainage Improvement Project consists of the construction of new storm drain pipelines using the open trench method. The planned alignment is to include 2,300 lineal feet of pipeline along Gabilan Drive and 1,500 lineal feet along the farm access road and Front Street located west of San Vincente Road. The project also includes a drainage basin south of the intersection of San Vincente Road and Front Street. Trench excavations will be up to 15 feet deep.

PROPOSED SCOPE OF WORK

1. Boring Locations and Utility Notifications

This proposed scope of work assumes that the City will provide for rights-of-access onto all easements and any private properties that must be crossed to access the proposed drilling sites. Pacific Crest Engineering, Inc. will field mark the proposed test boring locations, notify Underground Service Alert (USA) and hire a Locator Service prior to beginning field work so that public and private underground utilities can be identified and the proposed boring locations cleared. Pacific Crest Engineering, Inc. is not responsible for damage to any utilities not identified and/or not properly marked at the ground surface.

2. Subsurface Investigation

General: A log of soil, bedrock, and groundwater conditions will be maintained. Disturbed and/or undisturbed soil and bedrock samples will be taken at maximum 5-foot vertical intervals. Test borings will be backfilled by placing the drill spoils back in the hole and tamping the spoils with the drill auger.

This scope of work and budget assumes that contaminated soil and/or groundwater will not be encountered. If any unusual vapors, odors or visual contamination are noticed during drilling of any test boring, the boring will be stopped, backfilled with grout and the suspected drill cuttings will be bagged, labeled for future source reference and provided to the City for disposal.

As requested by Harris & Associates, we will drill 3 borings in the proposed pipeline alignment along Gabilan Drive, 2 borings along the alignment of the new storm drain in the farm field west of San Vicente Drive, and 1 boring in the proposed pond area south of the intersection of San Vicente Drive and Front Street.

The borings will range in depth ranging between 20 and 25 feet below the existing ground surface. The actual number of borings and boring depths may vary and will depend on the soil and geologic conditions encountered during the subsurface investigation.

Additionally, 1 to 2 borings will be drilled in the pond area for the purpose of percolation testing. One percolation test will be performed just below the proposed pond bottom. The depth of the second and possibly third hole(s) will be established in the field at the time of drilling. The depth of the lower hole(s) will be determined by and depend upon the soil conditions encountered during drilling. We will provide a percolation testing report for your analysis and the design of the proposed stormwater facilities. It is our understanding that the water for the infiltration testing will be provided by a City of Soledad water truck.

3. Traffic Control

Traffic control is anticipated for drilling of the Storm Drain Improvement Project along Gabilan Drive and Front Street.

4. Laboratory Testing

Complete the following laboratory tests on representative disturbed and “undisturbed” soil and bedrock samples. Laboratory testing will include, as applicable, moisture content, unit weight, atterberg limits, grain size distribution, unconfined compression and direct shear testing, as deemed appropriate.

An assessment of the corrosivity potential of the soil on the site is outside our scope of service for these projects. We can provide this service at your request for an additional fee.

5. Geotechnical Analysis and Report

Pacific Crest Engineering Inc. will perform a geotechnical engineering analysis of the data gathered in Task Nos. 1 through 4 and based on this analysis will provide our findings, conclusions and recommendations for the design and construction of the project to include anticipated ground behavior for open trench excavation, safe temporary cut slopes, preliminary Cal-OSHA soil classification, clearance from existing utilities and protection of existing utilities, shoring guidelines to include construction design groundwater level and construction dewatering criteria and anticipated differential pipeline settlement. Additionally, we will provide conclusions, recommendations and infiltration rates for the design and construction of the pond.

6. Excluded Services

Services that are not part of this proposal include but are not limited to the following:

- a. An assessment of the corrosivity potential of the soil on the site. We can provide this service at your request for an additional fee.
- b. Post-report and design phase services including but not limited to plan reviews, consultations and supplemental field and laboratory work. We can provide this service at your request for an additional fee.
- c. Construction phase services. We can provide this service, if requested, for an additional fee.
- d. Determination or verification of locations and grades during the investigation, planning or construction phases of the project is outside our scope of services.

7. Client/Owner Responsibility

It is understood that the Client/Owner will be responsible for the following:

- a. Right of entry and access to the proposed boring sites.
- b. Obtain required permits.
- c. Supply water for the infiltration testing.
- d. All available data, maps, drawings, and reports of any kind pertinent to the referenced site.
- e. Location of all underground utilities. We will contact USA and notify them of our drilling locations. Additionally, we will hire the services of a private utility locator service. Pacific Crest Engineering Inc. will not be responsible for damage to utilities as a result of our drilling operations that are not brought to our attention by the client, USA or the private utility locator service prior to our drilling.

FEE FOR SERVICES

We propose to perform the scope of work outlined herein on a fixed price basis. Our fees assume this is a prevailing wage job. The fee to perform the geotechnical services described above will be as follows:

- Storm Drainage Improvement Project: - Twelve Thousand Three Hundred Twenty Five Dollars (\$12,325.00).

If we have to supply water for the infiltration testing, an additional fee will be required

This offer is valid for a period of thirty (30) days.

SCHEDULE

We estimate the work proposed herein can be completed within 4 to 7 weeks after receiving a signed agreement, site access, scheduled of exploration equipment, and laboratory analysis permitting. Preliminary information may be available to you and other design team members during the course of our investigation.

EXTRA SERVICES

Field Exploration

It is possible that the initial findings of our investigation will identify potential hazards that can only be evaluated through additional surface or subsurface exploration. If additional exploration is required based on preliminary findings, we will meet with you to obtain authorization prior to continuing. We will prepare a separate proposal and cost estimate at the time any additional work is planned.

Our fee does not include labor and equipment to perform an additional geotechnical study should the initially collected field data be insufficient to address specific site conditions and/or requirements set by your designers, other consultants, regulatory agencies such as the City of Soledad, and/or other responsible parties.

Post Report or Follow-Up Services

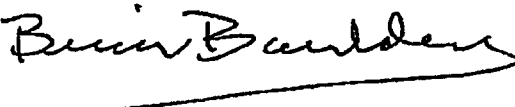
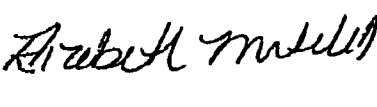
Follow-up or post report services, including construction phase services, will be billed in accordance with our Standard Fee Schedule which is in force at the time we provide our services. We can provide a cost estimate for these services upon request once the project design phase has been completed and a construction schedule has been developed. Requested follow-up work may include general consultation meetings, observation of site preparation, observation and/or testing of earthwork related to the proposed project and performance and/or observation of necessary testing during the course of construction.

Pacific Crest Engineering Inc. appreciates the opportunity to provide our services, and would be pleased to answer any questions you may have about our proposed scope of work and fee. We can be reached at (831) 722-9446.

We look forward to working with you.

Sincerely,

PACIFIC CREST ENGINEERING INC.

Brian D. Bauldry, G.E., P. E.
Vice-President – Geotechnical Group
G.E. 2479
Exp. 12/31/16

Elizabeth M. Mitchell, G.E.
President/Principal Geotechnical Engineer
G.E. 2718
Exp. 12/31/16

Exhibit C: Fee from Appraisal Resource Group for Appraisal Services

2 Salinas Street, Suite B, Salinas, CA 93901

Kyle Carbert

From: I. Merrill <imerrill@yahoo.com>
Sent: Tuesday, September 27, 2016 1:41 PM
To: Kyle Carbert
Subject: Re: Soledad Easement

Kyle:

We have finally received acknowledgment from our various insurers that the documents your company requires can be obtained by us, for the liability amounts the contract specifies.

And yes, there is a way to quantify the potential loss of income to the property owner - but not to the farmer. Row crops, as opposed to permanent plantings such as grapevines, are typically not considered for their income value in appraisals because A.) that market is so volatile, and B.) there is no way for the farmer to guarantee that the crop would be successful and is not affected either by the grower's own actions or acts of nature.

If you do want us to include an estimate of loss of income to the property owner, we will charge an additional \$600 to add it to the report. The full appraisal fee we quoted you is \$3,850, and including the additional valuation the total report fee will be \$4,450.

Please let me know if you wish us to proceed with scheduling this appraisal. Once I have your company's agreement for the fees we will send along the insurance documents and go from there.

thank you,

Irene Merrill
Appraisal Resource Group
30 E. San Joaquin St., Suite 201
Salinas CA 93901
(831) 753-5315

From: Kyle Carbert <Kyle.Carbert@weareharris.com>
To: I. Merrill <imerrill@yahoo.com>
Sent: Thursday, September 8, 2016 11:41 AM
Subject: Soledad Easement

Hi Irene,

You should have gotten a subagreement via email yesterday...let me know if you did not get it or if there are any issues.

Otherwise I wanted to follow up real quick on our discussion yesterday regarding temporary construction easement. I know you mentioned that this would not typically be included in an appraisal report...but we are wondering if there is some kind of way to quantify the loss of farmland from a temporary easement for a certain duration of time. Is there no way to calculate acres times economic loss of a season of growing, something like that?

If you need to revise your fee to account for this let me know by end of day tomorrow, as I will need to get an amendment to the City by Monday.

Thanks!

Kyle Carbert, PE, QSP/QSD, ENV SP
Project Manager



Harris & Associates.

Shaping the future. One project at a time.SM

1401 Willow Pass Road Suite 500
Concord, CA 94520
p: 925-827-4900, ext. 1141
www.weareharris.com

**Exhibit D: Proposal from Monterey Bay Engineers for
Topographic Survey of New Alignment**

2 Salinas Street, Suite B, Salinas, CA 93901



Monterey Bay Engineers, Inc.

Civil Engineering • Land Surveying

Steve C. Wilson, RCE 25,136 / PLS 5,207
Brian M. Wilson, PLS 7,771
Benjamin C. Wilson, RCE 72,928
Timothy D. Martin, PLS 8,670

607 Charles Ave. Suite B, Seaside, Ca 93955
Phone (831) 899-7899 Fax (831) 899-7879
Email : mbayengr@mbay.net
Website : mbeinc.com

February 26, 2016

PROPOSAL

Topographic Mapping
Alternative Alignment
Storm Drain Improvements
City of Soledad

We are pleased to provide you with our proposal for topographic mapping for the above referenced project. The topographic mapping will include the locations of existing improvements and topographic features relative to the right-of-way lines of record. This map will show the existing street improvements, driveways, fences, trees over four (4) inches in diameter, building entrances and drainage inlets. We will also show the location of utilities where surface evidence exists and provide rim and invert elevations for all manholes and inlets. We will furnish you with an AutoCAD file of the map.

The basic area covered by this scope of work is an 800 foot long strip of land encompassing Front Street starting at the intersection of San Vicente Road and extending Northwest toward Highway 101. Then from that point, a 10 foot wide strip running along the northwesterly edge of a mobile home park until it meets San Vicente Road. Then northward adjacent to San Vicente Road to its intersection with Market Street. Additionally, there will be a 10 foot wide strip around the property located at 34021 Moranda Road.

Based on previous work performed in the area and without any unforeseen difficulties, it is our opinion that the cost for this survey will be **\$6500**. The professional fees for this work will be determined by the hours expended. Upon completion of the work, or at monthly intervals, a statement will be sent to you.

Our rates for professional services, and extra work if authorized by you, are listed below. The rates for the field surveying crew are adjusted for prevailing wage requirements.

Survey Crew (2 person with conventional equipment)

\$ 225/hr

Survey Crew (2 person with Real Time GPS Technology)	\$ 275/hr
Survey Crew (additional per person rate)	\$ 85/hr
Principal Civil Engineer/Land Surveyor	\$ 150/hr
Staff Registered Civil Engineer	\$ 125/hr
Staff Professional Land Surveyor	\$ 125/hr
Engineering Assistant (EIT)	\$ 90/hr
Land Surveying Assistant (LSIT)	\$ 90/hr
Senior Engineering Tech./Draftsman	\$ 70/hr
Engineering Technician or Draftsman	\$ 55/hr
Reimbursables: Engineering white bond copies (24x36)	\$ 2 /sheet

We look forward to this opportunity to be of service. If selected for this project, we will commence work upon your authorization. Please contact me if there are any questions or if you need any clarification.

Sincerely,



Tim Martin

**Exhibit E: Proposal from Subtronic Corporation for Utility
Locating in New Alignment**

2 Salinas Street, Suite B, Salinas, CA 93901

Subtronic Corporation

5031 Blum Road, #2
 Martinez, CA 94553
 Phone: 925-228-8771
 Fax: 925-228-8737

Estimate

Estimate # 20766
 Date of Estimate 2/23/2016

ALSO LOCATED IN GARDEN GROVE CA

BILL TO:

Harris & Associates
 1401 Willow Pass Road, Suite 500
 Concord CA 94520
 Attn: Accounts Payable

ESTIMATE TO:	P.O. #:
Harris & Associates 1401 Willow Pass Road, Suite 500 Concord CA 94520 Attn: Kyle Carbert	

SURVEYOR	JOB DATE	DAY	TIME	TERMS
JT				Net 30

DESCRIPTION	QTY	COST	TOTAL
<p>PROJECT LOCATION: Vicinity of San Vicente Rd and Front St Soledad, CA.</p> <p>AREA OF SURVEY: The area of survey is defined by information received February 23, 2016 regarding the location of underground utilities in an area of predominantly agricultural land approximately 1,250' in length and 10' wide.</p> <p>SCOPE OF SURVEY: We will endeavor to locate underground utilities in the areas indicated, but for technical reasons cannot guarantee to do so, some short lengths of abandoned utilities may not be located.</p> <p>METHODOLOGY: Location of utilities will be by electromagnetic field induction. Ground Penetrating Radar may also be used.</p> <p>INCLUSIONS: Metallic utilities i.e. electric, telephone, gas and water. Non metallic utilities with tracer wire visible. Sewer and drain lines with minimum 4" cleanout or manhole access will be located by inserting a transmitter. Non-metallic water pipes with fire hydrants may be located using acoustic wave generation techniques.</p>			

Signature

Date

TOTAL

Subtronic Corporation

5031 Blum Road, #2
 Martinez, CA 94553
 Phone: 925-228-8771
 Fax: 925-228-8737

Estimate

Estimate # 20766
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ESTIMATE TO:	P.O. #:
Harris & Associates 1401 Willow Pass Road, Suite 500 Concord CA 94520 Attn: Kyle Carbert	

SURVEYOR	JOB DATE	DAY	TIME	TERMS
JT				Net 30

DESCRIPTION	QTY	COST	TOTAL
<p>DEPTHS of utilities will be provided where possible. Instrument readings are deemed within 10% accuracy. Critical depths may require potholing (not included in this proposal, but available on request).</p> <p>ASSUMPTIONS: 1. We assume access will be granted to all places requiring admission for the purpose of tracking and identifying the utilities. 2. We assume that any existing utility drawings will be made available. 3. We assume Underground Service Alert will be notified prior to excavation. 4. We assume boring locations or areas of excavation will be marked on site prior to our arrival.</p>			

Signature

Date

TOTAL

Subtronic Corporation

5031 Blum Road, #2
 Martinez, CA 94553
 Phone: 925-228-8771
 Fax: 925-228-8737

Estimate

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ESTIMATE TO:	P.O. #:
Harris & Associates 1401 Willow Pass Road, Suite 500 Concord CA 94520 Attn: Kyle Carbert	

SURVEYOR	JOB DATE	DAY	TIME	TERMS
JT				Net 30

DESCRIPTION	QTY	COST	TOTAL
<p>PRESENTATION: Utilities will be painted on the ground. These marks will be surveyed and plotted onto a drawing, by layers, in AutoCAD format. Unless two site control points and their coordinate values are provided, the utilities will be plotted on an arbitrary coordinate system referencing a minimum of two prominent building corners or other features. This will enable insertion into other drawings by the client. The final drawing will be delivered to the client via the Internet as an attachment to e-mail in AutoCAD and as a .pdf file.</p> <p>COMPENSATION: For work performed as described above including equipment, personnel and travel costs for the sum of:</p> <p>Underground utility locator, 1st hour on site</p> <p>Underground utility locator, subsequent hours:</p> <p>Collect coordinate values of utility locations using total station.</p> <p>Per diem</p> <p>Create drawing (AutoCAD), hourly</p> <p>This estimate is good for 60 days.</p>			
	1	875.00	875.00
	7	175.00	1,225.00
	4	175.00	700.00
	1	160.00	160.00
	2	110.00	220.00

Signature

Date

TOTAL

**Exhibit F: Estimated Fee from Monterey Bay Engineers for Plat
and Legal Description**

2 Salinas Street, Suite B, Salinas, CA 93901

Kyle Carbert

From: Monterey Bay Engineers, Inc. <mbayengr@mbay.net>
Sent: Monday, August 08, 2016 4:47 PM
To: Kyle Carbert
Subject: Easement Legal Description

Hi Kyle,

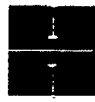
To prepare the legal description and graphic exhibit for the proposed easement in Soledad between Front Street and San Vicente would be an additional \$700. When you have the area that you want figured out, just let me know and we'll get started on it.

Thank you,

Tim Martin
Monterey Bay Engineers, Inc.
(831)899-7899
(831)899-7879 (fax)
www.mbeinc.com

Exhibit G: Detailed Scope for CEQA Compliance

2 Salinas Street, Suite B, Salinas, CA 93901



June 6, 2016

Subject: CEQA Compliance Scope for Soledad Regional Recharge Project

This scope is to prepare environmental documentation in accordance with the California Environmental Quality Act (CEQA) for the Soledad Regional Recharge Project.

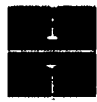
It is our understanding that the City is proposing to reroute stormwater flows originating from the Galiban Drive East watershed - from a stormwater basin located on the south side of Galiban Drive and Toledo Street to an existing stormwater basin located in an undeveloped portion of the city, between Front Street and US 101, at the south end of San Vincente Road. The project would include deepening the stormwater basin between Front Street and US 101 and increasing the capacity of storm drain pipes in Galiban Drive and San Vincente Road, within the existing public road right-of-way. The project would also include a new storm drain pipe that would extend through private property located west of San Vincente Road.

Because the project includes improvements located outside the public right-of-way, Harris & Associates recommends that an Initial Study and Negative Declaration (IS/ND) or Mitigated Negative Declaration (IS/MND) be prepared. This amendment includes a task for the additional scope of work, schedule, and budget to prepare an IS/ND or IS/MND (hereinafter simply referenced as IS/ND) for the proposed Soledad Regional Recharge Project.

NEW TASK: CEQA COMPLIANCE

A. Prepare Initial Study and Draft Negative Declaration

- i. Harris will prepare a project description which will include the basic characteristics of the project, including location, need for the project, project objectives, project site, and project construction methodologies.
- ii. Harris will prepare the Initial Study for the proposed project. The IS will include the current environmental checklist questions, checklist answers, and a brief explanation for the answers, based primarily on readily-available public information including the City of Soledad General Plan and EIR.
- iii. Harris will prepare an ND form or a MND form based on the IS environmental analysis. The ND form will be used if no mitigation measures are required, and the MND form will be used if mitigation measures are required to ensure potential impacts are less than significant impact.
- iv. Harris will submit to the City an electronic version of the IS/ND (or IS/MND) and all appendices (if any) in PDF and editable (Word) formats.
- v. Harris will revise the IS/ND based on the City's comments. This scope and cost assume that there will be one round of review, and that City comments will not result in substantial changes or additional analysis.



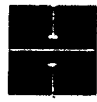
- vi. Harris will produce up to 25 copies of the IS/ND for public review. Harris will submit 15 hard copies to the State Clearinghouse and 10 hard copies to the City. Harris will also submit an electronic version to the City.
- vii. Harris will prepare the Notice of Intent (NOI) to adopt an ND and submit it to the County Clerk in Salinas. This scope assumes the City will be responsible for additional noticing and distribution in compliance with Section 15072 of the CEQA Guidelines. The NOI must be distributed to any organizations and individuals who have previously requested such notice in writing and by at least one of the following: publication in a newspaper of general circulation in the area, posting on and offsite in the area where the project will be located, or direct mailing to owners and occupants of property contiguous to the project.
- viii. Harris will prepare the Notice of Completion (NOC) and submit the NOC to the State Clearinghouse with the 15 copies of the IS/ND described above.

B. Prepare Responses to Comments and Final Negative Declaration

- i. Harris will prepare a Responses to Comments memorandum which includes a summary of the comments received on the draft IS/ND during the public review period and responses to those comments. Harris will submit a draft and final memo, based on City input, for the City's administrative file. CEQA does not require formal responses be prepared and distributed, but it does require that the City notify in writing any public agency which comments of any public hearing to be held for the project. This scope of work assumes that the effort required to respond to comments will be minor and will not require new analysis or substantial revisions to the IS. The project is not expected to receive a significant number of comments from public agencies and/or interested members of the public. Because the number of comments and level of effort to respond to the comments is difficult to predict, a budget limit of 10 hours of professional staff time to respond to up to 25 individual comments (not comment letters) has been included in the cost for this task. Depending on the number and complexity of comment letters received, additional time may be necessary to adequately respond to the comments.
- ii. Harris will revise the IS, if required for clarification, and prepare the Final ND. As stated above, it is anticipated that any revisions to the IS/ND as a result of public review comments would be minor and would not require additional research and analysis. Harris will prepare 10 hard copies of the revised IS and Final ND. Harris will also submit one electronic version in a PDF suitable for reproduction on a CD.
- iii. Harris will prepare the draft Notice of Determination (NOD) for City review. Once approved, it is assumed that the City will sign and file the NOD with the County Clerk's Office and the State Clearinghouse, including payment of filing fees for the County Clerk's office and the California Department of Fish and Wildlife (\$2,260). If requested, Harris can file the NOD with the County Clerk in Salinas and with the State Clearinghouse.

C. Mitigation Monitoring and Reporting Program (MMRP) (if necessary)

- i. If an IS/MND is prepared, Harris will prepare the draft MMRP during the public review period based on information provided in the Draft IS/MND and submit the document to City electronically for review.



- ii. Harris will prepare the final MMRP based on comments from the City on the Draft MMRP and the Final IS/MND revisions. Harris will submit to the City one reproducible electronic PDF copy of the final MMRP and will attach the final MMRP to the Final IS/MND.

D. Management/Meetings

- i. The Harris Project Manager will attend one project meeting with the City.
- ii. Harris will participate in up to two, one-hour conference calls with the City.
- iii. The Harris Project Manager will organize and track the preparation of the IS/ND in terms of technical scope of work, budget, and scheduling; oversee its implementation; and organize and oversee report preparation.
- iv. The Harris Project Manager will prepare for and attend up to one public hearing to answer questions regarding the IS/ND. This scope of work assumes that City will prepare all necessary hearing materials, including presentations.

Cost

The total cost for the IS/ND is \$10,495. A cost breakdown by major task is provided below.

1st Admin Draft IS/MND	\$4,595
Public Review IS/MND & NOC (including 25 hard copies)	\$1,850
Response to Comments	\$1,600
Final MND & NOD (including 10 hard copies)	\$1,050
MMRP	\$155
Meetings (1), Conference Calls (2), and Hearings (1)	\$1,240
TOTAL	\$10,495