

SUPPLEMENTAL SERVICES AGREEMENT NO.3 TO GENERAL SERVICES AGREEMENT
FOR PAVEMENT MANAGEMENT CONSULTANT IN LAKE COUNTY, CALIFORNIA

THIS SUPPLEMENTAL SERVICE AGREEMENT NO.3 is made this ____day of _____, 2025, by and between the County of Lake, hereinafter referred to as "COUNTY", and NCE, Consulting Pavement Engineer, hereinafter referred to as "ENGINEER".

WITNESSETH

WHEREAS, COUNTY and ENGINEER have entered into an General Services Agreement dated October 26, 2021, to provide engineering services including planning studies, soils studies, pavement evaluation studies, topographic surveys, engineering design and plans and specifications; and

WHEREAS, the COUNTY and ENGINEER now desire to also enter into this Supplemental Agreement No.3 with the scope of services described herein for road pavement preservation and rehabilitation,

1. The General Services Agreement remains in full force and effect, and in the performance of this Supplemental Service Agreement #3 ENGINEER is held to all provisions and the terms of the General Services Agreement.

2. Projects

The project covered by this Supplemental Agreement #3 shall include the following:

Provide pavement and civil engineering design services, including the preparation of civil engineering plans, specifications, and cost estimate for the Nice Lucerne Cutoff Pavement Rehabilitation Project.

3. Scope of Work

The scope of work covered by this Supplemental Agreement #3 is described in the Scope of Work and Cost Proposal prepared by NCE, which is attached as Exhibit "A".

4. Compensation

- A. Compensation will be based on Time and Materials and may be billed with monthly invoices that reference the project title and include a detailed

breakdown of work items completed to date and cost of work remaining. The total fee for this agreement is a "Not to Exceed" amount of Two hundred eighteen thousand, seven hundred dollars. (\$218,700.00).

- B. Interest: Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to ENGINEER for services within sixty (60) days of the date due for any uncontested billing, ENGINEER may, after giving seven (7) days written notice to COUNTY, suspend services under this Agreement until paid in full; including interest. In the event of suspension of services, ENGINEER will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

5. Time of Completion

The detailed project design schedule and time of completion will be determined after the kickoff meeting.

In WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

COUNTY OF LAKE:

Chair, Board of Supervisors

NCE

Michael J. Leacox
Michael J. Leacox (Mar 27, 2025 15:00 PDT)
Mike Leacox, Secretary/Vice President

ATTEST:

SUSAN PARKER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

LLOYD GUINTIVANO
County Counsel

By: _____

By:  _____



Collaboration. Commitment. Confidence.™

Project No. CD1210.55 2401

March 7, 2025

Mr. Glen March, PE
Lake County Public Works Director
255 N. Forbes Street
Lakeport, CA 95453

RE: NCE Proposal for the Nice-Lucerne Cutoff Pavement Rehabilitation Project

Dear Glen,

In response to your request by your e-mails dated 2-11-25 and 2-18-25, NCE has prepared the following scope of work and estimated fee to provide pavement and civil engineering design services, including the preparation of civil engineering plans, specifications, and cost estimate (PS&E) for the Nice Lucerne Cutoff Pavement Rehabilitation Project as presented in our Project Limit Map Exhibit dated March 7, 2025 (See Attachment A).

Project Understanding

The County has requested that NCE provide pavement and civil design for the pavement rehabilitation of the Nice-Lucerne Cutoff as shown in Project Limit Map Exhibit dated March 7, 2025 (See Attachment A) and described in your Road List 02182025 spreadsheet. The Project portion of the Nice-Lucerne Cutoff is a total of approximately 1.2 centerline miles of this main arterial road from the pavement change just east of Rodman Slough Bridge to the pavement surface change just southwest of the SR20 round-about near entrance driveway to Mar-Vals Sentry Market. The road is in very poor to failed condition with a pavement condition index (PCI) of 12 and is at the end of its service life. It exhibits a wide variety of distress including pervasive high severity load related alligator cracking and varying severity transverse thermal cracking throughout the length of the road. There is localized longitudinal cracking from construction joints or utility repairs. Numerous different AC surfaces, potholes, edge breakdown, block cracking, patches, surface raveling, and weathering are also present.

In your e-mail dated February 18, 2025 you indicated that you would like to see that Nice Lucerne Cutoff Pavement Rehabilitation result in 12 foot lanes with 5 foot paved shoulders . Also at your request, after NCE has completed the topographic base sheets and knows the existing pavement sections from coring the road, the County and NCE will walk/drive the road to come to an agree on a rehabilitation approach. NCE will assess the road and provide the County a range of pavement treatment and rehabilitation strategies. Generally, the subject road section appear to be a strong candidate for recycle in-place technology such as Full Depth Reclamation (FDR) recycling or surface reconstruction among others. The field investigation will inform the suitability of these treatments.

1003 West Cutting Blvd., Suite 110
Pt. Richmond, CA 94804

NCE understands that the alignment and geometry of the road will remain the same. Raising of the streets by a few inches is acceptable if drainage is not negatively impacted and conforms at existing driveways and cross streets is addressed. New striping placed will match the existing striping using the current Caltrans standard traffic striping details.

NCE will provide pavement and civil engineering design in accordance with the following key assumptions and tasks.

Key Assumptions

To deliver the most cost-effective design strategy, we have made the following key assumptions:

County's Responsibilities

NCE has assumed that the County will be able to provide the following:

1. Information readily available regarding utilities owned by the County and utility contact information (i.e., water, sanitary sewer, electrical, and storm drain).
2. Readily available aerial maps, GIS maps showing ROW and property lines (if available).
3. Project requirements including design objectives, budget, constraints, and criteria.
4. County technical specifications or specification format as the basis for developing/modifying new technical specifications.
5. Upfront specifications including General Provisions and Special Provisions, if applicable, in case the County wishes NCE to prepare these. For this scope of work and fee proposal NCE assumes that the County will prepare the upfront specifications.
6. County Standard Provisions, Standard Design Criteria, and County Standard Plans assuming the latest versions are available on the County website.
7. Electronic files of County cover sheet and title block template, if preferred.
8. Traffic engineering design and study if required.

Pavement Testing and Design

1. Pavement design will be generally based on Caltrans Standards with a combination of pavement condition survey, pavement coring, optional ground penetrating radar (GPR), and laboratory testing. The pavement survey task will confirm suitability of using these methods. Engineering judgement in combination with consulting with the County will also be used where necessary and where Caltrans Standards yield unreasonably costly designs.
2. Pavement coring will be performed on the subject road section as follows:
 1. Given the variable condition of the pavement and the frequency of pavement surface material changes, pavement cores will be obtained at 12 locations (9 pavement cores for thickness and 3 bulk samples).
 2. If present, aggregate base (AB) thickness will be measured at all core locations.
3. Optional Ground Penetrating Radar (GPR) at travel speed will be conducted on Nice-Lucerne cutoff to gain a continuous measurement of the pavement thicknesses to help facilitate and economize design. It is estimated that one (1) day of testing plus analysis will be required.

4. Base repairs if needed (not if full depth reclamation is the recommended treatment) will be measured in length and width to estimate base repair bid quantities. It is the intent that base repair quantities included in the Bid Schedule will be for bidding purposes only. Actual locations will be marked by NCE with the County's inspectors prior to construction (If needed, will be included in future Scope and fee for Construction Support Services)
5. A no fee encroachment permit will be obtained from the County for pavement coring activities.
6. The County will provide Traffic Indexes (TIs) and/or traffic counts, from which NCE can develop TIs. NCE will confirm these with the County before finalizing designs.

Topographic Surveying and Base Maps

1. Pavement rehabilitation limits will be within the approximate existing edge of pavement. Very minimal road widening is anticipated to achieve the requested 5-foot paved shoulders.
2. A topographic survey will be completed for the subject road to establish a base map sufficient for developing civil improvement design plans. This will also include showing existing right-of-way based on record information (if available)..

Utility Coordination and Location

1. If underground utilities are present, NCE will prepare and distribute utility notification letters to collect facility maps and as-builts, confirm utility planned work, and notify utilities of the County's utility cut moratorium on improved road.
2. The road is expected to be a candidate for reconstruction. Utility location is currently not included in our scope of work because there seems to be very few if any existing utilities in the roadway. If significant roadway reconstruction is required and if we discover existing utilities in the roadway, we will discuss with the County utility location options (e.g., GPR) and can provide this service for an additional scope and fee.

Traffic Striping

1. NCE assumes that traffic striping will match existing striping unless minor changes are requested by the County. This may include alterations with minor striping changes proposed by the County for safety, which it is assumed that the County will provide appropriate details and lane configurations.
2. No significant traffic striping changes or design requiring traffic studies or assessment of traffic impacts is planned or included in this scope of work.
3. Existing striping will be shown up to approximately 25 feet outside of the paving limits.

Traffic Control Plans

1. Traffic control plans are not included in this scope of work. We assume that the contractor will prepare traffic control plans in accordance with project technical specifications and requirements and submit to the County traffic engineering group for review.

ADA Compliance

1. No ADA compliance elements are included in this scope of work.

Drainage

1. No major drainage improvements (e.g., significant stormwater drain and pipe alteration and/or reconstruction or adding, relocating, or modifying pipe culverts, catch basins and manholes) are assumed for this project.
2. If AC dikes or other minor drainage elements are present, and if required, these will be replaced in like kind to perpetuate the existing drainage pattern.
3. No storm water treatment is anticipated for this Project and is not included in this scope and fee (to be confirmed by the County).

Additional Assumptions

1. At your request we have not included Construction Support Services (as well as Bidding Support Services) in case you “shelf” this Project for future bidding..
2. No federal funds are being used for design or construction
3. This scope of work does not include identifying utility conflicts, developing legal plats and descriptions, reviewing franchise agreements, owner claim of liability, title report and appraisal, and utility relocation plans.
4. Approximate Right-of-way will be shown if available.
5. Improvements will be constructed within the County ROW.
6. Utility adjustments will be limited to utility cover raising and lowering; no utility relocation is expected or included in this scope of work.

SCOPE OF SERVICES

NCE will provide pavement and civil engineering design in support of the planned project by the County. To accomplish the stated purpose, we propose the following scope of services:

Task 1 – Project Management & Coordination

1A) Project Kick-off Meeting/Progress Meetings:

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

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

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

In addition to County Staff (Engineering, Maintenance, etc.), NCE will research and coordinate with other agencies such as PG&E, AT&T, County Sewer, Water, and Stormwater, Schools, etc., to identify potential conflicts,

requirements, or design issues early to help minimize delays (and costs) later in the design process. At the Kick-Off Meeting, key deliverables for each Task and the Project Schedule will be reviewed and adjusted accordingly to meet County needs.

NCE is very sensitive to construction costs, particularly the volatile price of materials, which have affected the scope of many similar projects. To keep the County aware of overall project costs, NCE will begin developing a preliminary engineering estimate of probable construction cost as soon as we have developed our engineering design recommendations to closely monitor potential funding issues, which may develop. During the project, NCE will be seeking to develop the most appropriate and cost-effective pavement rehabilitation alternatives to stay within the planned project budget and schedule.

Throughout the project, NCE staff will be available to attend regularly scheduled virtual progress meetings with the County (maximum of 3), to maintain good communications. The purpose of the progress meetings will be to identify and resolve design or funding issues that may surface in a timely manner, present design alternatives and recommendations to County staff, and continue coordination with project stakeholders as necessary.

Deliverables

- 1) Virtual Kick-off/Progress Meeting Agendas and Summaries, monthly invoicing, progress, and schedule updates

1B) Utility Coordination

NCE will coordinate with utility agencies early in the design process to help avoid potential construction delays and unnecessary disruptions to public services. Utility coordination will be a critical item to keep utility providers informed about the project and schedule. One of the first items that NCE will do is send notification letters to applicable utility providers with a preliminary project construction schedule. This will allow the utility providers to perform maintenance on their facilities prior to moratorium on the street paving area and/or assess their utilities and the possible need to lower/adjust their facilities, which can take up to a year or longer. We will also request utility as-builts and record drawings of utilities that may be present in the project area.

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

Deliverables

- 1) Utility notification letters, as-built information included in the base map.

Task 2 – Pavement Rehabilitation Design

2A) Pavement Survey

NCE will perform a detailed pavement condition survey of Nice-Lucerne Cutoff to inform core locating, pavement surface change limits, lab testing, and treatment selection.. The survey will generally cover the travel lanes.

The 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. If appropriate, potential base

repairs will be identified in the condition survey. Our scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, or short-term maintenance that should be performed (i.e., pothole repairs).

2B) Pavement Coring

NCE will collect pavement section core samples (6" – 8" diameter cores) at locations determined by NCE. Our current fee estimate assumes up to 8 core locations (9 - 6" pavement cores and 3 - 8" pavement cores for subgrade bulk sample collection) that we estimate will require up to 2 days to complete. Pavement coring and costs may be reduced or increased following review of the observations made in Task 2A and any request for additional coring scope and fee would be made to the County. These cores will also be used for calibration of optional GPR. NCE will call in USA for each of the core locations so the utilities can verify safety of coring in the desired locations. NCE will also hire traffic control for safety of the coring crew and public each day of the coring process. Traffic control will be based on established Caltrans methods.

For each non-bulk core location NCE will measure the thickness of the aggregate base. NCE will record the thickness and material type of each layer encountered and measured in the pavement structural section, including the presence of pavement reinforcing fabric.

Bulk samples of subgrade will be obtained in accordance with stated key assumptions. We will collect bulk samples of subgrade materials at the core locations for laboratory testing such as R-value, moisture content and Atterberg Limits (plasticity index) determinations. Our current fees assume up to 3 bulk samples will be obtained for testing. Crawford and Associates, Inc. will perform the laboratory testing.

The core holes will penetrate through the pavement section and will then be backfilled with the excavated materials capped with AC cold patch. NCE will then compile the coring and laboratory data and append it to its pavement design memorandum. Each core sample will be logged and stored at NCE's office and retained through the duration of the project including construction before they are disposed. Additionally, NCE will apply for and obtain a no-fee encroachment permit from the County prior to starting the coring and provide traffic control in accordance with the same standards discussed in pavement deflection testing.

2C) Ground Penetrating Radar (Optional)

While coring will give layer thicknesses on average of about every 1,500 ft, ground penetrating radar testing (optional) will be performed on Nice-Lucerne Cutoff to measure continual thickness over the entire length of the road. This testing is conducted at travel speed via a truck mounted assembly. This will add considerable knowledge of pavement structure to the pavement design, eventual mix design, and construction process. Cost of this service includes travel, testing, equipment shipping, and analysis by Infrasense, NCE's GPR teaming partner. NCE has used Infrasense for GPR projects throughout California and on high visibility projects such as San Francisco International Airport.

2D) Pavement Design Recommendations

Using the data obtained in Tasks 2A ,2B, and 2C, NCE will perform pavement analysis and design services and develop pavement rehabilitation recommendations for the subject street section. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual and engineering judgement. Mechanistic design methods to seek more efficient pavement designs will be utilized if suitable. NCE will develop pavement structural section

recommendations based on the Traffic Indexes (TIs) or traffic counts that will be provided by the County. NCE will develop recommendations including, but not limited to the following:

- Reconstruction
- Reconstruct AC Surface
- Recycling (full depth reclamation, cold in place recycle, cold central plant recycling)
- Mill and fill treatment
- Conventional Hot Mix Asphalt (HMA) pavement overlays
- Warm Mix Asphalt (WMA)
- Rubberized Hot Mix Asphalt (RHMA) overlays
- Quantities and treatments of failed pavement sections (base repairs)
- Full width milling and wedge grinding requirements

NCE will then summarize its recommendations in a Pavement Design Technical Memorandum to the County that, at a minimum, will include the following:

- Results of condition surveys, GPR testing (optional), coring, and laboratory testing
- Description of testing procedures and analysis performed for the project
- Recommended alternatives for pavement rehabilitation

NCE will submit an electronic copy of its draft technical memorandum to the County for review. NCE will also submit a preliminary cost estimate for pavement treatments that will be submitted to the County for review. Upon receiving comments from the County, NCE will prepare its final technical memorandum. The final technical memorandum will then be provided to the County reflecting the comments on the draft technical memorandum.

Deliverables

- 1) Draft & Final Pavement Technical Memorandums and Preliminary Pavement Treatment Costs.

Task 3 – Plans, Specifications & Estimates (PS&E)

The work that will be performed during the development of design PS&E is outlined in the subsequent tasks.

3A) Design Data Gathering and Site Visit

NCE will review relevant available data and records from the County as listed in the previous sections, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include but are not limited to the County drainage structure inventory maps, aerial photographs of the County, as-built street improvement and infrastructure plans, striping and markings, as-built plans from utility providers, including preliminary plans for future work that may conflict with this project.

NCE design engineers will also conduct a site visit to gather additional information on the existing site conditions. The information gathered will be compiled and included in the base sheets used for design.

NCE assumes that the pavement rehabilitation limits will be within the approximate existing edge of pavement. Very minimal road widening is anticipated to achieve the requested 5 foot paved shoulders

Deliverables

- 1) Data gathered will be incorporated into the Base Map

3B) Topographic Survey and Mapping

NCE's Subconsultant surveyor RSA Civil will provide topographic survey and mapping as outlined in the attached RSA Proposal dated 3-6-2025. The topographic mapping shall be prepared in AutoCad format at a horizontal scale of 1"=20' with 1' contour intervals.

RSA will add to the topographic mapping, the approximate record boundary of the Road Right-of Way based on record deeds and maps. This survey scope does not meet the requirements for a boundary determination.

Deliverables

- 1) Topographic mapping

3C) 35% P&E:

NCE will prepare the 35% P&E for the pavement rehabilitation/reconstruction of the subject road section. It is NCE's intent to show the limits of the reconstruction, typical cross sections for the road indicating road widths, pavement treatment (e.g., FDR), HMA pavement thickness, typical driveway conforms, and conforms at cross streets. In addition, the utility adjustments will be included in the plans. The plan sheets will include tables summarizing the FDR, HMA, utility adjustment and striping quantities. The 35% plans will include approximate right-of-way lines (if available), conform grind locations at intersecting side streets, and limits of work. The plans will be prepared in AutoCAD format on 22" x 34" sheets, drawn at a scale of 1"=20'.

The following plan sheets are anticipated at this time:

- Title Sheet (1)
- General Notes, Legends, and Abbreviations (1)
- Pavement Treatment Table and Core Summary Table (1)
- Typical Cross Sections (1)
- Improvement Plans (including striping), 2 plan strips per sheet (8)
- Civil & Striping Details (2)
- Quantities Sheet (1)

The Engineer's Estimate of Probable Construction Cost will be prepared in MS Excel format and will be based on recent construction cost data available to NCE for projects of this type. Because of NCE's involvement in the

design and construction of numerous similar projects throughout California, we are confident in our ability to estimate the construction cost of the County's project. This initial estimate will then be updated and refined as the design effort progresses.

It is assumed that the County will require a 10-day review/comment period once the 35% PS&E package is submitted.

Deliverables

- 1) One (1) Electronic File of the 35% Plans and Engineer's Estimate of Probable Construction Cost (PDF's)

3D) 65% PS&E

The 35% P&E will be revised to incorporate comments received from the County. NCE will meet with the County to review these comments, from which the 65% PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the County. The 65% PS&E will include additional design information and details typically expected at this stage of completion, traffic striping, and pavement legends. The 65% PS&E will then be packaged and submitted similar to the 35% P&E, unless directed otherwise.

NCE assumes that the County will provide the "Front End" documents and Special Provisions. The Technical Specifications will be prepared in MS Word format and will follow the County's formatting conventions. The Technical Specifications and details will reference the County's standard provisions and Caltrans 2024 Standards (including subsequent updates). NCE will, however, recommend deviating from Caltrans standards where, from our experience, such changes will improve the likelihood of achieving a successful construction project without compromising the integrity of the design. NCE recognizes the value of incorporating Caltrans Standard Specifications in projects such as these, both because these specifications have been developed by an agency that designs and builds a vast amount of highway work, and because most contractors performing public works construction in Northern California are familiar with them. Caltrans, however, has the resources to administer projects quite differently than most local agencies, so NCE advocates modifying the Caltrans Standard Specifications to better fit the abilities, needs, and budgets of municipal agencies.

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

It is assumed that the County will require a 10-day review/comment period once the 65% PS&E package is submitted.

Deliverables

- 1) One (1) Electronic File of the 65% Plans, Technical Specifications, and Engineer's Estimate of Probable Construction Cost (PDF'S)

3E) Final PS&E

The 65% PS&E will be revised to incorporate comments received from the County. NCE will again meet with the County to review these comments, from which the Final PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the County. The Final PS&E will include the notes and details necessary for construction.

The Technical Specifications will be further refined at this stage of the design. If requested, NCE can review and comment on the County's front-end documents (bid and contract forms, General Provisions, Special Provisions, etc.), which the County will prepare and provide.

A final quantity calculation will be tabulated, and this will be entered into the final Engineer's Estimate of Probable Construction Cost for the project. The final documents will be reviewed, stamped and signed by NCE's Engineer, and the Final PS&E will be delivered to the County in electronic formats.

Deliverables

- 1) One (1) Electronic File of the Final (100%) Plans, Technical Specifications, and Engineer's Estimate (PDF's).

SCHEDULE

Once we have conducted the kick-off meeting we will develop a detailed project design schedule.

FEE ESTIMATE

NCE will provide the defined scope of work on a time-and-materials basis for an estimated fee of \$218,700. The price breakdown by task is attached. Total compensation will not exceed the amounts set forth without receipt of prior written authorization from the County.

Sincerely,



Andre Jadkowski, PE
Principal Engineer

NCE

1003 West Cutting Blvd., Suite 110
Pt. Richmond, CA 94804
510-215-3620

Attachments:

- A – Project Limit Map Exhibit
- B - Fee Estimate



Attachment A
Project Limit Map Exhibit

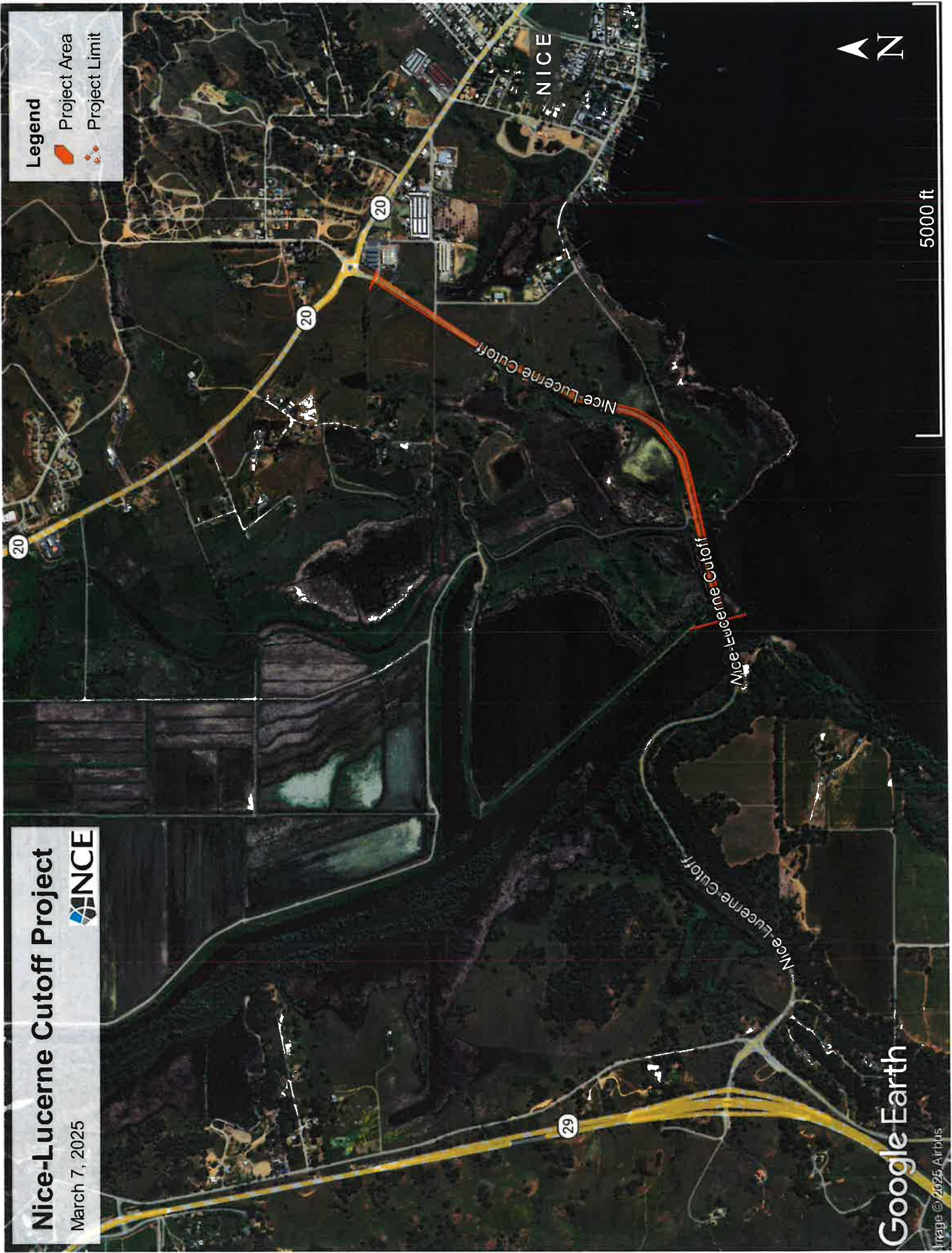
Nice-Lucerne Cutoff Project

March 7, 2025



Legend

-  Project Area
-  Project Limit



Google Earth

Image © 2025, Airbus

5000 ft

Lake County -Nice-Lucerne Cutoff Pavement Rehabilitation Project
 Fee Estimate
 March 7, 2025

Task Description	Project Manager	Principal QA/QC	Principal Pavement Engineer		Project II Engineer		Project I Engineer		Staff I Engineer		Staff I Pavement Engineer		Senior Technician	Field Technician	Chloral	Labor Expenses	Coring	Traffic Control	Laboratory Testing	GPR Analysis (Optional)	Topographic Survey	Reimbursable Expenses	Total Cost
			Rate	\$350	\$350	\$215	\$200	\$175	\$175	\$180	\$175	\$175											
1. Project Management & Meetings																							
1A. Project Kick-off and Progress Meetings	24		8		40										4	\$ 19,680						\$ 100	\$ 19,680
1B. Utility Coordination	2				4										4	\$ 3,600						\$ 100	\$ 3,700
Sub-Total	26	0	8	0	44	0	0	0	0	0	0	0	0	0	4	\$ 23,280	\$	\$	\$	\$	\$	\$ 200	\$ 23,500
2. Pavement Rehabilitation Design																							
2A. Pavement Survey			1													\$ 4,850						\$ 300	\$ 5,100
2B. Pavement Coring			2													\$ 2,980	\$ 12,000	\$ 5,214	\$ 2,558			\$ 1,000	\$ 28,200
2C. Ground Penetrating Radar (Optional)			1													\$ 2,910			\$ 5,500			\$ 500	\$ 8,500
2D. Pavement Design Recommendations			2													\$ 8,700						\$ 100	\$ 8,800
Sub-Total	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	\$ 23,840	\$ 12,000	\$ 5,214	\$ 2,558	\$ 5,500	\$	\$ 1,900	\$ 51,100
3. Plans, Specifications & Estimates (PS&E)																							
3A. Design Data Gathering and Site Visit	4															\$ 7,520						\$ 500	\$ 8,000
3B. Topographic Survey and Mapping	2															\$ 2,200						\$ 100	\$ 3,000
3C. 35% PAE	12		8		40											\$ 34,140						\$ 200	\$ 34,600
3D. 65% PS&E	16		8		40											\$ 35,540						\$ 100	\$ 36,000
3E. Final (100%) PS&E	12		8		24											\$ 27,440						\$ 200	\$ 27,600
Sub-Total	48	24	12	0	124	0	0	0	0	0	0	0	0	0	0	\$ 106,840	\$	\$	\$	\$	\$	\$ 1,100	\$ 144,100
Sub-Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	\$	\$	\$	\$	\$	\$	\$
Total	74	26	28	0	168	0	0	0	0	0	0	0	0	0	11	\$ 453,960	\$ 12,000	\$ 5,214	\$ 2,558	\$ 5,500	\$ 36,100	\$ 3,200	\$ 218,700



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Attachment B
Fee Estimate

	RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS +	SERVING CALIFORNIA SINCE	1980	1515 FOURTH STREET NAPA, CALIFORNIA 94559 FAX 707 252.4966 OFFICE 707 252.3301
	HUGH LINN, PE, QSD, QSP PRINCIPAL + PRESIDENT hLinn@RSAcivil.com		CHRISTOPHER TIBBITS, PE, LS PRINCIPAL + VICE PRESIDENT cTibbits@RSAcivil.com	
707 252.3301 RSAcivil.com				RSACivil.com

#4125425.0 – 34

PROPOSAL FOR LAKE COUNTY 2025 PAVEMENT REHABILITATION PROJECTS

Agreement entered into at Napa, California, made this 6th day of March 2025, by and between:

CONSULTANT:
 RSA+
 1515 Fourth Street
 Napa, CA 94559

CLIENT:
 NCE
 Attn: Andre Jadkowski
 1003 West Cutting Boulevard, Suite 110
 Pt. Richmond, CA 94804
 p (510) 215-3620
 c (707) 888-2550
ajadkowski@ncenet.com

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Project areas can be found in the attached spreadsheet.

A. Consultant agrees to perform the following scope of services:

1. **Nice-Lucerne Cutoff Topographic Survey.** RSA+ will prepare a topographic survey of the Nice-Lucerne Cutoff extending from the east side of the existing bridge to the HWY 20 ROW. The survey will extend approximately 25 feet north and south of the respective edges of pavement except for 1800 feet nearest the bridge. In this area the survey will extend only to the fence where it exists or to where the steepness of the slope limiting. This area would require a supplemental topographic survey if it becomes critical. At the eastern end the survey will include the Mar-Vals Sentry Market entrance driveway. The topographic mapping will be prepared in AutoCAD format and will have contours at an interval of one foot and will be drawn at a scale of 1"=20'. The datum will be NAD 83 state plane coordinate system and NAVD 88 vertical datum.
2. **Record Boundary.** RSA+ will add to the topographic survey the approximate record boundary of the Road Right-of-Way based on record deeds and maps. This scope does not meet requirements for a boundary determination.

B. Not included in this scope of services:

1. **Restaking and Extra Work.** Requests for restaking and extra work will be performed as requested in writing by Client on a time and materials fee basis.

C. All reimbursable expenses will be charged for in addition to the contract price in accordance with the attached Fee Schedule.

D. This Proposal is subject to acceptance by April 6, 2025, or is void thereafter at the option of the Consultant.

E. Client agrees to compensate Consultant on a "Time and Materials" (T&M) fee basis, in accordance with the attached Fee Schedule.

Task 1. Nice-Lucerne Cutoff Topo Survey.....(T&M) \$25,000*

Task 2. Rec. Boundary.....(T&M) \$8,000*

* Estimate only. Actual fee will be based on effort required to complete task.

F. Client has read and understands all the "Standard Provisions of Agreement between Client and Consultant" attached hereto and incorporated by reference, and agrees all Provisions of Agreement are a part of this Agreement and are binding on Client and Consultant.

G. Unless specifically included as an item of work, it shall be Client's sole responsibility to track expiration dates entitlements, permits and/or approvals such as Tentative Maps, Use Permits, etc., and to make appropriate applications, if necessary, for time extensions, etc.

H. Client agrees to indemnify Consultant from any additional costs resulting from work commencing prior to obtaining all required permits.

RSA+

NCE

Signed by:



FA163AE1C4CC4B5

3/6/2025

By: Christopher M. Tibbits, PE, LS
RCE 59361 / PLS 8585

Date

By: Andre Jadcowski

Date

CLIENT BILLING ADDRESS:

(if different from the mailing address above)

Attn: _____

Billing Email Address: _____

#4125425.0 - 34
CMT/sb/bs

Attachment: Project Area - Road List



By initialing, I agree that all provisions have been negotiated and agreed to:

Client Initials	Consultant Initials
	G

**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT FOR SURVEY SERVICES**

Client and Consultant agree that the following provisions shall be part of this agreement:

1. STANDARD PERSONNEL RATES

Survey Crew *	\$305.00/hour
(Construction, 2 Man, Robotic, or GPS)	
Additional Field Personnel *	\$95.00/hour
Licensed Surveyor	\$235.00/hour
Survey Technician	\$165.00/hour
Administrative Coordinator	\$100.00/hour

MATERIALS & EXPENSES:

CADD Plot	\$10.00
Large Format Copy	\$4.00
Small Format Copy, B&W	\$0.15
Small Format Copy, Color	\$0.75
Record Document Research	\$100.00
Other Materials/Expenses	
	at Cost +15%

* Client to determine any obligation for Davis-Bacon Wages and request prevailing wage quote and fee schedule, if applicable.

Travel time is charged at standard billing rates and overtime is charged at 1.5 x hourly rate.

If scope of services includes property lines, easement lines, ALTA Survey, or other boundary work, a one-time Record Document Research fee of \$100.00 will be billed as a reimbursable.

- This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any modifications shall be in writing and signed by both Client and Consultant.
- Client agrees, if Consultant provides construction staking, to conform to RSA+'s Staking Request Procedures.
- In the event Client terminates the contract before the completion of all services, Client agrees to release Consultant from all liability for services performed and Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein.
- Fees and charges due Consultant shall be due upon receipt. Failure to pay Consultant within thirty (30) days after invoices are rendered, shall constitute a material breach of this entire agreement.
- Client agrees to pay a monthly late payment charge that shall be computed at a periodic rate of one and one-half percent (1-1/2%) per month (an annual percentage rate of 18%) or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Minimum monthly charge to be \$15.00.
- A 3% convenience fee will be charged for each credit card transaction processed.
- This Fee Schedule is applicable until December 31, 2025, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2026.
- A monthly fee of \$200.00 will be charged for special handling or processing not conforming to RSA+'s standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-RSA+ standard task organizations.
- Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability to the amount of the Consultant's fee.
- Client acknowledges and agrees if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination, and filing the Record of Survey or Corner Record will be paid by Client as extra services in accordance with RSA+'s fee schedule.

END OF PROVISIONS

Expires 12/31/2025




SupSvsAgree3-NCE

Final Audit Report

2025-03-27

Created:	2025-03-27
By:	Lori Price (Lori.Price@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo1xF5RSKHPWeliznilUm7u23l2Xffrw8

"SupSvsAgree3-NCE" History

-  Document created by Lori Price (Lori.Price@lakecountyca.gov)
2025-03-27 - 8:56:32 PM GMT- IP address: 208.91.28.66
-  Document emailed to mleacox@ncenet.com for signature
2025-03-27 - 8:57:00 PM GMT
-  Email viewed by mleacox@ncenet.com
2025-03-27 - 8:59:14 PM GMT- IP address: 174.208.166.155
-  Signer mleacox@ncenet.com entered name at signing as Michael J. Leacox
2025-03-27 - 10:00:29 PM GMT- IP address: 208.91.7.213
-  Document e-signed by Michael J. Leacox (mleacox@ncenet.com)
Signature Date: 2025-03-27 - 10:00:31 PM GMT - Time Source: server- IP address: 208.91.7.213
-  Agreement completed.
2025-03-27 - 10:00:31 PM GMT