



Staff Report

TO: Honorable Mayor and Members of the Town Council
FROM: Brad Donohue, Interim Director of Public Works
DATE: November 10, 2020
RE: Agreement with Dokken Engineering for assistance with obtaining a Routine Maintenance Agreement with California State Fish and Wildlife

Recommendation

Staff recommends the Town Council adopt the attached resolution and authorize the Town Manager to enter into an agreement with Dokken Engineering for \$50,490 for assisting the Town in obtaining a long term Routine Maintenance Agreement from California State Fish and Wildlife for the creeks within the Town.

Issue Statement and Discussion

The Town of Loomis existing Routine Maintenance Agreement (RMA) expired during this year. The Town is required to have an RMA with California State Fish and Wildlife for the Town to perform maintenance on the creeks within the town. In order to obtain a new RMA, the Town needs to prepare a CEQA Initial Study and Mitigated Negative Declaration; and a Habitat Mitigation and Monitoring Plan (HMMP).

Dokken Engineering is a leader in RMA permitting and compliance having successfully performed similar tasks to the ones the Town needs for the Cities of Folsom, Rancho Cordova, Roseville and Citrus Heights.

Dokken proposes a not to exceed fee of \$50,490 to perform these services for the Town. The Town staff has reviewed the proposal and found it to be acceptable.

Staff recommends that the Council approve the agreement with Dokken engineering in the amount of \$50,490.

Staff is prepared to answer any questions you may have.

CEQA Requirements

Dokken Engineering will be preparing an Initial Study and a Mitigated Negative Declaration as part of this scope of services.

Financial and/or Policy Implications

The project will be funded from the General Fund. A budget amendment for \$50,490 is required from the General Fund

Attachments

- A. Resolution
- B. Agreement
- C. Dokken Proposal

TOWN OF LOOMIS

Attachment A

RESOLUTION NO. 20 - __

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH DOKKEN
ENGINEERING FOR \$50,490 FOR ASSISTING THE TOWN IN OBTAINING A LONGTERM
ROUTINE MAINTENANCE AGREEMENT FROM CALIFORNIA STATE FISH AND
WILDLIFE FOR THE CREEKS WITHIN THE TOWN**

WHEREAS, the Town of Loomis existing Routine Maintenance Agreement (RMA) expired during this year; and

WHEREAS, the Town is required to have an RMA with California State Fish and Wildlife for the Town to perform maintenance on the creeks within the Town; and

WHEREAS, in order to obtain a new RMA, the Town needs to prepare a CEQA Initial Study and Mitigated Negative Declaration; and a Habitat Mitigation and Monitoring Plan (HMMP); and

WHEREAS, Dokken Engineering is a leader in RMA permitting and compliance having successfully performed similar tasks to the ones the Town needs for the Cities of Folsom, Rancho Cordova, Roseville and Citrus Heights; and

WHEREAS, Dokken Engineering proposes a not to exceed fee of \$50,490 to perform these services for the Town and the Town staff has reviewed the proposal and found it to be acceptable.

BE IT HEREBY RESOLVED by the Town Council of the Town of Loomis authorizes the Town Manager to enter into an agreement with Dokken Engineering for \$50,490 for assisting the Town in obtaining a long term routine maintenance agreement with California State Fish and Wildlife for the creeks within the Town.

PASSED AND ADOPTED this 10th day of November, 2020, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Mayor

ATTEST:

Town Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20____, by and between the TOWN OF LOOMIS ("Town"), and Dokken Engineering ("Consultant").

WITNESSETH:

WHEREAS, the Town desires to enter into a Professional Consulting Services Contract;

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated October 26, 2020, (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. PERFORMANCE PERIOD

The services of Consultant are to commence upon execution of this Contract by the Town, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit "A." Unless otherwise authorized by the Town in accordance with Section 2.C, all services under this Contract shall be completed by December 31, 2021.

Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of 39 (thirty-nine) months in the manner provided in Section 18, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 4, Allowable Costs and Payments.

3. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 18.

4. ALLOWABLE COSTS AND PAYMENTS:

Consultant will be reimbursed for hours worked at the hourly rates specified in Consultants Schedule of Fees Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Schedule of Fees and identified in the Schedule of Performance and in the executed Task Order.

Specific projects will be assigned to Consultant through issuance of Task Orders.

After a project to be performed under this Contract is identified by Town, Town will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Town Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both Town and Consultant.

Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Schedule of Fees.

Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Schedule of Fees.

When milestone cost estimates are included in the approved Schedule of Performance, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

Consultant shall not commence performance of work or services until this Contract has been approved by Town, and notification to proceed has been issued by Town's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Contract.

A Task Order is of no force or effect until returned to Town and signed by an authorized representative of Town. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by Town.

Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by Town's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due Town that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by Consultant prior to the expiration or termination of this contract. Invoices shall be mailed to Town's Contract Administrator at the following address:

Town of Loomis
Brad Donohue Interim Director of Public Works
3665 Taylor Road
Loomis CA, 95650

The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

The total amount payable by Town for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

Task Orders may not be used to amend this Contract and may not exceed the scope of work under this Contract.

The total amount payable by Town for all Task Orders resulting from this Contract shall not exceed \$ 50,490. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

All subcontracts in excess of \$25,000 shall contain the above provisions.

5. TERMINATION:

This Contract may be terminated by either party, provided that the other party is given not less than **30 (thirty)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

6. RETENTION OF RECORDS/AUDIT/AUDIT REVIEW

Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Town.

All subcontracts in excess of \$25,000 shall contain the above provisions.

For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code 8546.7; Consultant, subconsultants, and Town shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, Town, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

7. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

Consultant's obligation to pay its subconsultant(s) is an independent obligation from Town's obligation to make payments to the Consultant. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Town. Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

8. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

9. EQUIPMENT PURCHASE:

Prior authorization in writing, by Town's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by Town's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Town shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit Town in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Town procedures; and credit Town in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Town and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by Town." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

10. COMPLIANCE WITH ALL LAWS:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be Town's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist Town in providing the same.

The Consultant warrants to the Town that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that he has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

11. PREVAILING WAGES

By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The Consultant agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and in accordance with Labor Code sections 1774. To the extent applicable, Consultant agrees to be bound by and comply with the provisions of sections 1777.5 et seq. of the Labor Code with respect to apprentices. Labor Code sections 1810 to 1815 thereof, inclusive are incorporated herein by reference.

The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by Town representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

The Town shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the Town the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such

certified payroll reports shall be transmitted electronically to the DIR after first registering at <https://apps.dir.ca.gov/eCPR/DAS/altlogin>.

The Town will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the Town, or the Town's agents, be considered as the basis of a claim against the Town.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

12. CONFLICT OF INTEREST:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project prepared the plans, specifications, and estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Town employee. For breach or violation of this warranty, Town shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

13. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Town employee. For breach or violation of this warranty, Town shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

14. LOBBYING PROHIBITION

Consultant certifies to the best of his or her knowledge and belief that:

No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

15. STATEMENT OF COMPLIANCE: NONDISCRIMINATION

Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure

that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The Consultant, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

16. DEBARMENT AND SUSPENSION CERTIFICATION

Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Town.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

17. FUNDING REQUIREMENTS

It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This Contract is valid and enforceable only, if sufficient funds are made available to Town for the purpose of this Contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or Town governing board that may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.

Town has the option to void the Contract under the termination clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

18. CHANGES IN TERMS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

19. DISPUTES

Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by Town's Chief Financial Officer. Not later than 30 days after issuance of the final audit report, Consultant may request a review by Town's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing. Neither the pendency of a dispute nor its consideration by Town will excuse Consultant from full and timely performance, in accordance with the terms of this Contract. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review.

If selected for audit or review, the Contract, proposal, Schedule of Performance and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, proposal, Schedule of Performance, and ICR shall be adjusted by Consultant and approved by the Town contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by Town at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs. The provisional ICR will apply to this contract and all other contracts executed between Town and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

20. INSPECTION OF WORK

Consultant and any subconsultant shall permit Town, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

21. SAFETY

Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued Town Safety Officer and other Town representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, Town has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.

Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

22. CONSULTANT TO PROVIDE INSURANCE:

Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **[\$1,000,000]** per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

23. OWNERSHIP OF DATA:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession. Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet

models), prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto.

Also, notwithstanding the foregoing, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by Town of the machine-readable information and data provided by Consultant under this contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by Town of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.

By written agreement, Town may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

24. CLAIMS FILED BY TOWN'S CONSTRUCTION CONTRACTOR

If claims are filed by Town's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with Town's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Consultant's personnel that Town considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from Town. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this contract.

Services of Consultant's personnel in connection with Town's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

25. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

26. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

27. EVALUATION OF CONSULTANT

Consultant's performance will be evaluated by Town. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

28. RETENTION OF FUNDS

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

No retainage will be withheld by the Town from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

29. NOTICE

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town:

Consultant:

Dokken Engineering

110 Blue Ravine Road Suite 200

Folsom, CA 95630

30. CONTRACT: ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

31. WARRANTIES AND RESPONSIBILITIES - CONSULTANT

Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

32. LIABILITY OF CONSULTANT NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

33. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the **[active negligence, {only if contract involves design services in connection with a public works project - see Civil Code §2782(b), §2783}]** sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

34. MISCELLANEOUS PROVISIONS:

Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

This Contract shall be interpreted and governed by the laws of the State of California.

Any action arising out of this Contract shall be brought in Placer County California, regardless of where else venue may lie.

In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

TOWN OF LOOMIS

By: _____

Title:

ATTEST:

By: _____

Town Clerk

APPROVED AS TO FORM:

By: _____

Town Attorney

CONSULTANT

By: _____

Title:



DOKKEN ENGINEERING

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Attachment C

Town of Loomis, Public Works Department
3665 Taylor Road
Loomis, CA 95650

Subject: Town of Loomis Routine Maintenance Agreement Scope, Fee, and Schedule

Dear Mr. Tom Ruar,

Dokken Engineering is uniquely qualified to assist the Town of Loomis in obtaining a Routine Maintenance Agreement (RMA) for long-term (up to 17 years) maintenance of creeks within the Town. Dokken Engineering has become a regional leader in RMA permitting and compliance and has successfully completed all aspects of RMA development including CEQA clearance, permitting, and Mitigation Plans for the Cities of Folsom, Rancho Cordova, Roseville, and Citrus Heights. In addition, our staff continues to assist the Cities of Folsom and Rancho Cordova by providing on going biological and cultural support during the implementation of maintenance projects.

Development of an RMA consists of three phases. The first phase is completion of a California Environmental Quality Act (CEQA) Initial Study with Mitigated Negative Declaration (IS/MND). The second phase is obtaining an Agreement from the California Department of Fish and Wildlife (CDFW) for the RMA. The final phase is preparing a Habitat Mitigation and Monitoring Plan (HMMP) which will outline compensatory mitigation for impacts resulting from routine maintenance activities.

Phase 1. CEQA Document

Development of the CEQA IS/MND will identify potential environmental impacts from long-term maintenance of stream channels and drainage facilities and identify appropriate mitigation to reduce these impacts to less than significant levels. The IS/MND will satisfy CDFW's obligation as a responsible agency under CEQA and allow CDFW to process the RMA permit application.

Phase 2. Routine Maintenance Agreement

After the CEQA process is complete, the next phase includes preparing a Notification Package and coordinating with CDFW while they draft the RMA.

Phase 3. Habitat Mitigation and Monitoring Plan

The final phase of the RMA process will be the development of an HMMP within 180 days of final approval of the RMA. Dokken Engineering, in coordination with the Town, will identify specific locations within the City for potential habitat creation or enhancement efforts and will include restoration, monitoring, and maintenance plans for each area identified. In addition, the HMMP may include other mechanisms for mitigation, including purchasing mitigation bank credits, creek week clean ups, other volunteer creek work, and partnering with local non-profits.

Enclosed is a combined scope, fee, and schedules for all phases of the RMA. At the Town's discretion, Dokken Engineering is also able to divide these scope items into separate task orders as needed. If you have any questions regarding the enclosed materials, please feel free to contact me at ssalembier@dokkenengineering.com or by phone at (916) 858-0642.

Sincerely,

Scott Salembier

Associate Environmental Planner/Biologist
Dokken Engineering



Scope of Services

Task 1 – CEQA Initial Study with Mitigated Negative Declaration

Dokken Engineering shall perform all required environmental research and analysis necessary for the Routine Maintenance of Stream Channels and Drainage Facilities within the City pursuant to the California Environmental Quality Act (CEQA). In addition, Dokken Engineering will coordinate with the California Department of Fish and Wildlife (CDFW) early during the development of the CEQA document to ensure that the document meets CDFW requirements as a responsible agency.

Task 1.1. Meetings and Coordination

Throughout the development of the CEQA Document, Dokken Engineering will coordinate and meet as needed with City staff to discuss key aspects of the document including the project description and mapped extent of City maintained creeks, drainages, and outfalls. In addition, coordination and one in person meeting with CDFW staff and coordination and one in person meeting the United Auburn Indian Community (UAIC) is recommended early during the development of the CEQA document to address the concerns of regulatory agencies and the community prior to public circulation.

Deliverable: City, CDFW, and UAIC Meeting Minutes

Task 1.2. Literature and Database Research

Dokken Engineering will conduct extensive literature research to develop a list of sensitive plant and animal species that could be impacted by proposed routine maintenance. Literature under review will include the California Natural Diversity Data Base, the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California, and the Information for Planning and Conservation database.

Dokken Engineering will also review archaeological site records and survey reports on file at the North Central Information Center at California State University, Sacramento. Dokken Engineering will determine which portions of the streams and stormwater drainage systems within Loomis have been previously subjected to archaeological field surveys and which portions are located within fifty feet of documented archaeological or historical resources. The NCIC record search cost is included in this scope and fee and is estimated to be approximately \$2,000.

To assess the potential for hazardous waste, Dokken Engineering will complete a CEQA level hazardous waste record search. All sites will be identified that are included on the State of California Hazardous Waste and Substances Site List (known as the "Cortese List") and included in the CEQA analysis.

Deliverable: Results of database searches

Task 1.3. Native American Consultation

In accordance with Assembly Bill 52 (AB52), as a first order of work Dokken Engineering will prepare a formal notification letter notifying Native American Tribes of the project and inviting them to consult under AB52. In accordance with AB52, the notification letter will include a brief description of the



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proposed project and its location, the City's contact information, and a notification that the Tribe has 30 days to request consultation. The letters will be sent via certified mail to all Native American Tribes that have previously requested to be consulted by the City of Loomis.

Consultation will commence with any tribes that respond to the notification letter within the 30-day time limit. Dokken Engineering will facilitate consultation by being the primary point of contact between the Tribes and the City. Tribal Cultural Resources identified by the Tribes and appropriate mitigation measures agreed upon by the Tribes and the City will be included in the CEQA Document.

Deliverable: AB52 Consultation Log, Tribal Cultural Resources Mitigation Measures.

Task 1.4. Draft CEQA Initial Study with Mitigated Negative Declaration (IS/MND)

Consistent with CEQA regulations, Dokken Engineering will prepare a draft Initial Study with Proposed Mitigated Negative Declaration (IS/MND). The Initial Study will evaluate the existing environmental resources and identify any potential impacts associated with implementation of the City's RMA. The Initial Study will identify potential environmental impacts and include appropriate mitigation measures to reduce all potentially significant impacts to less than significant levels leading to a Mitigated Negative Declaration. These measures will be included in the IS/MND to reduce any impacts to a less than significant level. Prior to public circulation, Dokken Engineering will provide the draft IS/MND to the City for review and comment. Dokken Engineering will work closely with the City to address any City comments.

Deliverable: Draft CEQA IS/MND

Task 1.5. Public Circulation

Dokken Engineering will produce hard copies of the IS/MND for public review. The IS/MND will be made available to the general public and responsible agencies to solicit comments on the project and environmental issues. Dokken Engineering will prepare a Notice of Availability to be posted in a local newspaper and on the City website to advertise the availability of the document for public review and comment. Dokken Engineering will also prepare the Notice of Completion (NOC) and will file the document with the State Clearinghouse (SCH) at the start of public circulation. Dokken Engineering will also provide the City with any needed electronic copies and hard copies of the document. As the project is not anticipated to be controversial, a public meeting is not anticipated to be necessary and is not included in this scope.

Deliverable: Draft CEQA IS/MND

Task 1.6. Response to Comments and Final IS/MND

At the close of the public review period for the IS/MND, Dokken Engineering will meet with City staff to review any comments that were received, and to discuss responses to these comments. Dokken Engineering will then formulate responses to the public comments. The City's direction will be incorporated into the responses to comments, which will become an appendix in the Final IS/MND document.



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Dokken Engineering will prepare the final IS/MND document pursuant to CEQA guidelines. Once the responses to comments and final IS/MND are completed, the document will be submitted to the City for review. Dokken Engineering will respond to all City comments on the Final IS/MND. The City will prepare the Notice of Determination and will file at the County Clerk's Office. This scope assumes the CEQA filing fee will be paid by the City (\$2,354.75 CEQA Filing Fee + \$50 Sacramento County Clerk Fee).

Deliverable: Responses to Public Comments and Final CEQA IS/MND

Task 2 – Streambed Alteration Agreement

Dokken Engineering shall develop a Notification of Streambed Alteration Package in accordance with Section 1600 of the California Fish and Game Code.

Task 2.1. Meetings and Coordination

After the Notification has been submitted to CDFW, Dokken Engineering will coordinate with CDFW to answer any questions and provide any additional requested information during their review of the Notification Package to ensure the Notification is deemed complete within 30 days of submittal. This may include an in-person meeting if requested by the City or CDFW.

Deliverable: Meeting Minutes

Task 2.2. Notification of Lake and Streambed Alteration Package

Consistent with CDFW regulations, Dokken Engineering will prepare the Lake and Streambed Alteration Program Notification Package. The notification package will include the following components:

- Lake and Streambed Alteration Program Notification Form FG2023
- Routine Maintenance Attachment D
- RMA Notification Fee for Routine Maintenance Agreements (to be paid by the City)
- Final CEQA IS/MND
- Map(s) of Maintenance Areas
- Exhibits of Typical Routine Maintenance Work

Dokken Engineering will complete Notification Form FG2023 tailored to the RMA. In the Form, Dokken Engineering will explain that the project includes, but is not limited to channel maintenance, control of channel vegetation, repair and maintenance of outfall structures, above ground utilities and small structures, bridge maintenance, bank stabilization, culvert repair, and minor geotechnical sampling. Dokken Engineering has extensive experience completing Notification Form FG2023 and will ensure the Notification is deemed complete by CDFW. This scope assumes that the notification fee will be paid by the City.

Deliverable: Complete Notification Package



Task 3 – Habitat Mitigation and Monitoring Plan

Dokken Engineering shall prepare a Habitat Mitigation and Monitoring Plan (HMMP) for the Town of Loomis in accordance with the requirements of the Routine Maintenance Agreement (RMA). This task will include the following:

Task 3.1. Identify Mitigation Opportunities within the Town of Loomis

Dokken Engineering will coordinate with the Town to determine a final list of mitigation options to be included in the HMMP. The HMMP will include the Mitigation Options specified in Project Description of the Final Initial Study with Mitigated Negative Declaration which are anticipated to include the following:

- Adopt-a-Creek Program
- Creek Restoration and Erosion Repair Projects
- Invasive Species Removal
- Purchase Mitigation Credits

Task 3.2. Preparation of the HMMP

Dokken Engineering will prepare mitigation outlines for each of the mitigation options identified in Task 1. Mitigation outlines will include site descriptions (if applicable) and general methods for implementing habitat enhancement or habitat creation projects. For projects including revegetation, planting and seeding lists will be provided in a density/acre format to allow the Town flexibility in planting design. Dokken Engineering will consult with the Town to ensure that mitigation outlines are consistent with Town standards. Mitigation outlines will at a minimum include the following:

- Non-native vegetation control methods
- Erosion control methods
- Native tree planting lists
- Native seed mixes
- Irrigation and Maintenance Schedules

Dokken Engineering will compile the mitigation outlines and prepare the HMMP in accordance with the mitigation requirements in the RMA. Each mitigation option included in the HMMP will include a site description, mitigation outline, success criteria, and monitoring requirements. The HMMP will also include a discussion for purchasing mitigation credits from CDFW approved mitigation banks as an alternative to habitat restoration within the Town and a discussion for restoration of temporarily impacted areas. The HMMP will be submitted to the Town for review and comment prior to submittal to CDFW.

Task 3.3. Coordination with CDFW

Dokken Engineering will coordinate with CDFW to finalize the document. This will include reviewing CDFW comments and revising the document based on CDFW comments. The revised document will be made available to the Town for review and comment prior to resubmittal to CDFW.

**City of Loomis Routine Maintenance Agreement
Cost Proposal (10/26/2020)**

TASK DESCRIPTION	DOKKEN ENGINEERING							TOTAL DIRECT COST	TOTAL HOURS	TOTAL COST
	Environmental Manager	Senior Environmental Planner	Associate Environmental Planner		Environmental Planner					
	\$210	\$165	\$135	\$100						
Task 1. CEQA Intial Study w/ Mitigated Negative Declaraition										
Task 1.1. Meetings and Coordination	6	10	10	4				30		\$4,660
Task 1.2. Literature and Database Research			10	15			\$2,000	25		\$4,850
Task 1.3. Native American Consultation	2	2	2	14				20		\$2,420
Task 1.4. Draft CEQA Initial Study with Mitigated Negative Declaration	3	8	20	65				96		\$11,150
Task 1.5. Public Circulation		4	6	15				25		\$2,970
Task 1.6. Response to Comments and Final IS/MND	2	5	5	15				27		\$3,420
Task 2. Streambed Alteration Agreement										
Task 2.1. Meetings and Coordination	4		6	2				12		\$1,850
Task 2.2. Notification of Lake and Streambed Alteration Package	2	5	15	30				52		\$6,270
Task 3. Habitat Mitigation and Monitoring Plan										
Task 3.1. Identify Mitigation Opportunities	4	4	8					16		\$2,580
Task 3.2. Preparation of the HMIMP	2	8	16	30				56		\$6,900
Task 3.3. Coordinate with CDFW	8	4	8					20		\$3,420
TOTAL HOURS	33	50	106	190				379		
TOTAL COST	\$6,930	\$8,250	\$14,310	\$19,000						\$50,490

City of Loomis Routine Maintenance Agreement

[illegible]