

COUNTY OF PLACER
Community Development/Resource Agency

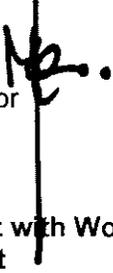
Michael J. Johnson, AICP
Agency Director

PLANNING
SERVICES DIVISION

Paul Thompson, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Agency Director 

DATE: April 24, 2012

SUBJECT: **First Amendment to the Contract with Wood Rodgers to support the 2011 Woody Biomass Utilization Grant**

ACTION REQUESTED

The Planning Services Division recommends the Board authorize the Chair to sign a first amendment to the original contract with Wood Rodgers (which was \$47,220) in an amount not to exceed \$91,620 to support the Woody Biomass Utilization Grant from the USFS, bringing the total contract amount to \$138,840.

BACKGROUND

Placer County was awarded a Woody Biomass Utilization Grant (BUG) from the U.S.D.A. Forest Service (USFS)/Forest Products Laboratory in the amount of \$150,000. This grant was awarded because of the progress that Placer County has made in technology development, air pollution reduction, sustainable material (woody biomass) acquisition possibilities, and overall project maturity. This grant currently is providing additional funding to hire consultants to assist the County in the preliminary and intermediate design of a proposed Cabin Creek biomass facility. The monies associated with this grant will be spent during the federal FY 2012, and it is intended that all work will be completed on or before September 2012 in order to be able to provide information critical to the Board's consideration of the proposed biomass facility. The use of this grant is consistent with the Board's direction to provide for biomass utilization and fire protection as stated in the Board's approved Strategic Plan.

Staff awarded the initial Cabin Creek facility design contract to Wood Rodgers, as the firm had been the original firm that designed the former Kings Beach site. Wood Rodgers has progressed to near the completion of the initial design, and staff has concluded that this consultant is an integral part of the design team and should be utilized for the intermediate design portion of the project. The USFS grant has the funds to cover this phase of the project. Staff expects that the intermediate design will be necessary for the upcoming permit request to the Planning Commission this summer and this design will be vital in obtaining the requested permit. The following major tasks are included in the amendment statement of work:

- Site civil drawings, surveys and mapping
- Preliminary structural engineering, geotechnical, water supply and other studies
- Facility design and architectural renderings

While the County typically contracts through the competitive bid process, the County's Purchasing Manager has approved an exception to competition in accordance with the County Purchasing Policy Manual 1.3(a) which states competitive bidding is not required for the following purchases:

"...for expert and professional services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience such as but not limited to: accountants, physicians, social service consultants, labor consultants, investigators, attorneys, architects, surveyors and engineers;"

Wood Rodgers meets the definition of this, and staff is requesting that the Board authorize the Chair to sign a first amendment to the original contract.

FISCAL IMPACT

There will be no impact to the County's General Fund. The not-to-exceed amendment amount of the contract is \$91,620 and is reimbursable from the USFS Woody BUG Grant, which the entire \$150,000 grant award was budgeted and approved by the Board on August 23, 2011.

ATTACHMENTS:

Attachment 1: Original Contract (September 13, 2011)
Attachment 2: Contract Amendment
Attachment 3: Scope of Work

cc: Holly Heinzen, Assistant CEO
Karin Schwab, Deputy County Counsel

Contract No.: CN000865
Administering Agency: County of Placer/ Planning Department
Contract Description: Professional Services related to DOE Placer County Biomass Utilization Pilot Project
BUG

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of September 13 2011, by and between the County of Placer, ("County") and Wood Rodgers, ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant **\$47,220.00** for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to the Placer County Planning Department in accordance with the provisions contained in Exhibit B.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Hold Harmless and Indemnification Agreement.**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

A. **Insurance:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:-VII showing.

B. **Worker's Compensation and Employers Liability Insurance:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

C. **General Liability Insurance:**

- 1) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (a) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- 2) One of the following forms is required:
 - (a) Comprehensive General Liability;
 - (b) Commercial General Liability (Occurrence); or
 - (c) Commercial General Liability (Claims Made).
- 3) If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- 4) If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (a) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

 - (a) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

D. **Endorsements:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- 3) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. **Automobile Liability Insurance:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. **Professional Liability Insurance (Errors & Omissions):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

10. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

11. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

12. **Personnel.**

A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals

identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

13. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
14. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
 - B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.
15. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
16. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been

rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

17. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
18. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
19. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
20. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
21. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
22. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Planning Services Division
Attn: Brett Storey
3091 County Center Drive
Auburn, CA 95603

Phone: (530) 745-3011
Fax: (530) 886-5343

CONSULTANT:

Wood Rodgers
Attn: Mark Rayback
3301 C Street, Bldg 100-B
Sacramento, CA 95816

Phone: 916 341-7760
Fax: 916 341-7767

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: Thomas M. Miller Date: 9/13/11

Thomas M. Miller, Executive Officer County of Placer

Approved as to Form – County Counsel:

By: [Signature] Date: 9/13/11

Approved as to Content:

By: [Signature]

Michael Johnson, Director, Community Development Resource Agency

CONSULTANT – WOOD RODGERS *

By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>Ali A. Hemmati</u>	Name: <u>Timothy R. Crush</u>
Title: <u>Vice President</u>	Title: <u>Secretary</u>
Date: <u>Sept. 6, 2011</u>	Date: <u>9/6/11</u>

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered

**EXHIBIT A
SCOPE OF SERVICES**

The Consultant shall perform all tasks identified in the attached Exhibit A-1.

**EXHIBIT B
PAYMENT FOR SERVICES RENDERED**

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown in Exhibit B-1. Reimbursement of travel, lodging and miscellaneous expenses shall not exceed the total amount shown in Exhibit B-1. Mileage shall be limited to Federal IRS rate. Per Diem shall be limited to GSA rate (see www.gsa.gov/mie).

All other expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Invoices shall include, as minimum, the task worked, the number of hours worked, the title of staff who worked on the task and the hourly rate. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Placer County Planning Department
 Attn: Brett Storey, Project Manager
 3091 County Center Drive
 Auburn, CA 95603

Payment Schedule

Payments shall be made to Consultant within thirty (30) days after the billing is received and approved by County.



August 23, 2011

Mr. Richard Eiri, PE
 Engineering Manager
 County of Placer Community Development Resource Agency
 3091 County Center Drive, Suite 120
 Auburn, CA 95603

RE: Cabin Creek Biomass Project

Dear Mr. Eiri;

Wood Rodgers, Inc. is pleased to have this opportunity to present our proposal for all site civil, mapping and surveying, and coordination activities that we believe will be required for the Cabin Creek Biomass Facility Project.

The proposed project will ultimately construct a biomass energy facility occupying approximately one acre within the Cabin Creek Facility property located west of Highway 89, about two miles south of the Town of Truckee. While the final project location has not been determined, it is anticipated that the improvements will be located in the north central area of the Cabin Creek Facility adjacent to the wood waste and inert processing areas. The proposed project is expected to include a 6,000 square foot (sq ft) covered storage facility, a 6,400 sq ft, two story power generation building, a 87,000 sq ft material storage area, parking areas, paved circulation/truck turnaround, storm water best management practices (BMPs), landscaping, and necessary utilities for the proposed facilities. Minor access road improvements are also anticipated.

Wood Rodgers also understands that the project is currently in the Environmental Documentation phase, and our efforts will largely be in support of this first phase of the project. As such, this Phase 1 scope provides for preliminary design and associated studies to a level adequate for the preparation of associated environmental studies and documentation; typically about 30% design level as well as the associated preliminary studies. The deliverables will serve as an important tool to scope and budget for the completed project. Items such as potential earthwork quantities, how drainage and water quality will be addressed, ingress/egress, facility access, and utility needs will be analyzed. The deliverable will allow the project sponsor to make critical decisions regarding scope, budget, and schedule for the projects, as well as serve as the project footprint for environmental studies and for Agency approvals.

Phase 2 would be initiated when necessary to prepare final plans, specifications, and estimates for the site development.

Mr. Richard Eiri
County of Placer Community Development Resource Agency
August 23, 2011
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Based upon our experience with similar projects, we have prepared the following scope of work and associated budget.

Phase 1 Environmental Document Support

Task 1 – Project Management

Project Management is a continuous activity that begins at the Notice-to-Proceed and continues throughout the project. Activities include status and project meeting attendance/facilitation, coordinating work tasks, monitoring and controlling budget, assigning resources, performing quality assurance/quality control reviews, and other activities to ensure that consultant tasks are delivered on schedule, within budget, and meet client expectations.

Project Management also includes communication with the project sponsors and appropriate stakeholders, preparation of status reports, and preparation of monthly invoices. The Wood Rodgers' Project Manager will serve as the primary point of contact for all project activities.

Task 2 – Topographic Surveys and Base Mapping

2.1 Boundary Survey

Preliminary siting of the planned improvements indicated a significant setback from the nearest property line. Subsequently, a formal boundary survey is not expected to be necessary. If the final location of improvements encroaches towards the property boundary, Wood Rodgers can, upon request, conduct a field survey to prepare a boundary survey. The survey would utilize existing monuments, Section corners, vesting deeds and a current title report for the boundary analysis. The survey would be performed using conventional field survey methods. Final scope and costs for a boundary survey are not included herein and would be provided under separate cover if necessary.

2.2 Topographic Field Survey and Base Map

Wood Rodgers will perform field topographic surveys of two of the sites identified in the August 12, 2011 Memo from Joel Smith. This field survey will cover approximately 5 acres in total. The topographic field survey will be combined with available property boundary information and available LIDAR information provided by the County to create a scalable electronic base map with the various topographic features organized into layers capable of being independently turned on and off. All pertinent existing trees within the limits of improvements will also be identified. Tree type and size will be identified with diameter breast height (dbh) included in the survey information. The survey work will be in standard units.

Task 3 – Background Research

Wood Rodgers will perform a field review of the project site. Photographs of the site will be taken and catalogued for future use. Additionally, Wood Rodgers will observe the surrounding areas,

Mr. Richard Eiri
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August 23, 2011
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primarily to identify the main access points for observation of existing conditions and potential constraints.

Under this Task, Wood Rodgers will also obtain information from the County regarding the proposed project. This includes, but is not limited to; applicable building standards, utility demand rates for the proposed facility, available mapping, Title Reports, previously submitted Applications for the Project, Utility as-built plans, etc. All information will be catalogued for future use.

Task 4 – Preliminary Level Master Plans

The preliminary engineering studies listed below are required to provide a basis for environmental studies and documentation. The Preliminary Plans will also be used to depict the necessary infrastructure and improvements to ensure that the proposed facility can operate effectively, prepare preliminary cost estimates for budgeting purposes, as well as provide exhibits for any outreach or public participation.

4.1 Preliminary On-Site Grading Plan

Prepare preliminary grading plan at maximum precision of 1"=40' scale. Identify travel lane grades and slopes and Parking Area surface contours. Identify preliminary pad grades in block areas (super-pads). This Task also includes preliminary earthwork calculations to identify opportunities to balance earthwork.

4.2 Preliminary On-Site Drainage Study and Plan

Wood Rodgers will prepare a Preliminary Drainage Analysis for the site. The study will conform to County requirements and utilize SWMM modeling. Based upon the Preliminary Drainage Study, a preliminary drainage plan to identify on-site 10-year trunk drainage system and overland release location and discharge points will be prepared. The drainage plan will conform to County standards, as well as Lahontan Regional Water Quality Control Board (LRWQCB) requirements. Under this Task, Wood Rodgers will also provide identification of permanent BMPs consistent with the County's Storm Water Management Plan and LRWQCB requirements. Wood Rodgers' intent will be to utilize Low Impact Development type solutions to capture site drainage and treat prior to discharge, and will include necessary erosion control and conveyance facilities. Wood Rodgers will make every attempt to utilize any available existing facilities/features to handle the proposed drainage.

4.3 Preliminary On-Site Utility Plan

Sewer flow determination and water demand flows will be based upon the service provider's standards for commercial facilities, unless more appropriate flow rates are provided by the County. Preliminary plan will identify proposed locations for sewer mains, inverts and stubs to the proposed building pads, as well as water lines and service stubs to the proposed buildings.

Mr. Richard Eiri
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August 23, 2011
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Preliminary utility design will also include necessary dry utility (power, CATV, telephone, etc.) service lines with stub outs provided to the proposed building pads. It is assumed that the County will provide the necessary demand rates for these utilities.

4.4 Preliminary On-Site Circulation and Parking

Based upon the Design Vehicle, Wood Rodgers will evaluate the most effective possible on-site circulation. SR 89 will serve as the primary access and is designated a STAA Terminal Route which would provide access for a 70' long, 80,000-pound truck. The goal will to provide a safe, simple, all-weather solution to facilitate the operations at the proposed facility.

Wood Rodgers will also prepare a conceptual parking layout for the proposed facility. It is understood that the County desires four (4) parking spaces. The parking spaces will be designed to current standards, and include one (1) accessible parking stall, with ADA compliant access to the facility.

4.5 Conceptual Landscape/Irrigation Plans

Conceptual Landscape and Irrigation Plans will be prepared at a level of detail necessary for obtaining the required Permits. Landscaping will also be considered as part of the Low-Impact BMP solutions mentioned above.

Task 5 – Environmental Document Coordination

This Task includes ongoing coordination with the County's selected consultant for preparation of the document. Activities include; meetings with affected agency's and the document preparers, providing plans and studies listed above, answering technical questions as part of Checklist and Document preparation, and responding to inquiries related to the studies/plans above from permitting agency's.

As part of this Task, Wood Rodgers will also provide Technical Review of studies that could impact the facility design, such as; Traffic Analysis, Wetlands, Cultural, Visual, etc.

Task 6 – Visual Simulations

Based on survey information as well as input and direction provided by the client Wood Rodgers will prepare a 3D model of the proposed Bio Mass facility and provide up to three visual simulations of the proposed improvements. The Visual Simulations will be perspective images of the finished model superimposed onto photos of existing site conditions using Adobe Photoshop to simulate the proposed visual character.

Reimbursable Items – Mileage, per diem, reproduction, etc.

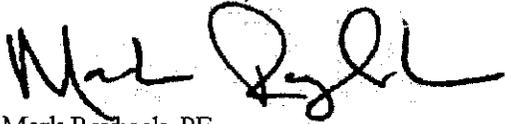
Reimbursable items include mileage, per diem, reproduction, etc. and will be billed at cost.

Mr. Richard Eiri
County of Placer Community Development Resource Agency
August 23, 2011
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We believe this proposal accurately defines the scope of work as outlined and requested by the County of Placer Community Development Resource Agency, and is based on knowledge of the project at its current status.

As you might expect, we are extremely excited about the possibility of our involvement in this project. Green Technology is of great importance and interest to Wood Rodgers, and as such, we will agree to perform "in-kind" services on this project. This is reflected in the attached budget summary. Should you need additional information, please call me at (916) 440-8131.

Sincerely,
WOOD RODGERS, INC.

A handwritten signature in black ink, appearing to read "Mark Rayback". The signature is fluid and cursive, with a large initial "M" and a stylized "R".

Mark Rayback, PE
Principal

Attachments
/Cabin Creek BioMass0823rev_doc.doc

Placer County
Cabin Creek Biomass Facility
Estimated Labor Hours



TASK 1 - PROJECT MANAGEMENT	20	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
TASK 2 - SURVEYS AND BASE MAPPING	8	0	0	0	0	0	0	0	0	18	44	2	2	72						
Task 2.1 - Boundary Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2.2 - Topo Field Survey and Base Map	8	0	0	0	0	0	0	0	18	44	2	2	72							
TASK 3 - BACKGROUND RESEARCH	8	8	0	0	0	0	0	0	0	0	0	0	0	18						
TASK 4 - PRELIMINARY LEVEL MASTER PLANS	15	34	62	0	78	0	0	0	0	0	0	0	0	189						
Task 4.1 - Preliminary On-Site Grading	12	6	12	0	16	0	0	0	0	0	0	0	0	0						
Task 4.2 - Preliminary Drainage Study and Plans	4	6	20	0	16	0	0	0	0	0	0	0	0	0						
Task 4.3 - Preliminary On-Site Utilities	4	6	6	0	16	0	0	0	0	0	0	0	0	0						
Task 4.4 - Preliminary On-Site Circulation and Parking	4	8	16	0	18	0	0	0	0	0	0	0	0	0						
Task 4.5 - Conceptual Landscape and Irrigation	1	8	8	0	12	0	0	0	0	0	0	0	0	0						
TASK 5 - ENVIRONMENTAL DOCUMENT COORDINATION	4	4	8	8	8	0	0	0	0	0	0	0	0	26						
TASK 6 - VISUAL SIMULATIONS	2	4	8	24	8	0	0	0	0	0	0	0	0	46						
TOTAL HOURS	57	58	78	24	94	18	44	6	379											

**Wood Rodgers, Inc.
 Estimated Budget for Professional Engineering Services for
 Placer County
 Cabin Creek Biomass Facility**

<u>DIRECT LABOR</u>	<u>Total Hours</u>	<u>Fee Hours</u>	<u>Rate</u>	<u>Fee</u>	<u>In-Kind Hours</u>	<u>In-Kind Budget</u>
Project Manager	57	51	\$150.00	\$7,650.00	6	\$900.00
Engineer III	58	52	\$135.00	\$7,020.00	6	\$810.00
Engineer II	78	70	\$125.00	\$8,750.00	8	\$1,000.00
Engineer I	24	22	\$110.00	\$2,420.00	2	\$220.00
Assistant Engineer/CAD Technician	94	84	\$100.00	\$8,400.00	10	\$1,000.00
Project Surveyor	18	16	\$125.00	\$2,000.00	2	\$250.00
Survey Crew	44	40	\$230.00	\$9,200.00	4	\$920.00
Admin/Clerical	6	4	\$70.00	\$280.00	2	\$140.00
			Total - Direct Labor	<u>\$45,720.00</u>		<u>\$5,240.00</u>
 <u>OTHER COSTS</u>						
• Direct Costs				<u>\$1,500.00</u>		
			Total Other Costs			<u>\$1,500.00</u>
			TOTAL FEE - Wood Rodgers			<u>\$47,220.00</u>

**FIRST AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – WOOD RODGERS**

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2012, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and WOOD RODGERS, hereinafter referred to as CONSULTANT.

WHEREAS, on September 13, 2011, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$91,620.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$138,840.00 as the sole compensation under the Contract and as amended by this First Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____
Jennifer Montgomery
Placer County Board of Supervisors, District 5 Chair

Date: _____

CONSULTANT:

By: _____
Ali A. Hemmati
Vice President

Date: _____

By: _____
Timothy Crush
Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Community Development Resource Agency Director

Date: _____



WOOD RODGERS

March 2, 2012

Mr. Richard Eiri, PE
Engineering Manager
County of Placer Community Development Resource Agency
3091 County Center Drive, Suite 120
Auburn, CA 95603

**Re: Cabin Creek Biomass Project
Phase 2 – Preliminary Design**

Dear Mr. Eiri;

Wood Rodgers, Inc. is pleased to have this opportunity to present our proposal for the second phase of design efforts for the Cabin Creek Biomass Facility. Work is expected to include continued development of site civil drawings, mapping and surveying, preliminary structural engineering, geotechnical, architectural renderings, as well as coordination activities. It is anticipated that the necessary information for building/facility architecture will be provided by Placer County (County) and their existing project team.

The proposed project will ultimately construct a biomass energy facility occupying approximately one and one-half acres within the Cabin Creek Facility property located west of Highway 89 about two miles south of the Town of Truckee. First phase conceptual design work sited the facility in the southern portion of Cabin Creek Facility between Cabin Creek Road and the bus maintenance buildings. The proposed project is expected to include a 11,000 square foot (sq ft) two-story power generation building, two transformer/phase shifter pads (20'x20'), about 44,000 sq ft of material storage area (7,000 sq ft covered), parking areas, paved circulation, storm water best management practices (BMPs), perimeter screening, landscaping, and necessary utilities for the proposed facilities.

This Phase 2 scope provides for preliminary design and associated studies to a level adequate for the preparation of a preliminary plan set for the project. As a project architect has not been assigned, plans would be developed based on typical information from similar facilities with a level of detail typical of a 60% design.

Based upon our experience with similar projects, many within Placer County, we have prepared the following scope of work and associated budget.

Task 1 – Project Management

Project Management is a continuous activity that begins at the Notice-to-Proceed and continues throughout the project. Activities include status and project meeting attendance/facilitation, coordinating work tasks, monitoring and controlling budget, assigning resources, performing quality assurance/quality control reviews, and other activities to ensure that consultant tasks are delivered on schedule, within budget, and meet client expectations.

Project Management also includes communication with the project sponsors and appropriate stakeholders, preparation of status reports, and preparation of monthly invoices. The Wood Rodgers' Project Manager will serve as the primary point of contact for all project activities.

Task 2 – Surveys and Mapping

2.1 Base Mapping and Supplemental Topo

Preliminary studies of the biomass facility indicated the preferred location will be situated along the southern boundary of the Cabin Creek facility. Previous work at Cabin Creek defined the southern property boundary and for the purposes of this work scope, we have assumed that this information is true and correct and that no further verification is required at this time. Wood Rodgers can, upon request, conduct a field survey to verify the southern property boundary. The survey would utilize existing monuments, Section corners, vesting deeds and a current title report for the boundary analysis. The survey would be performed using conventional field survey methods. Final scope and costs for a boundary survey are not included herein and would be provided under separate cover if necessary.

Wood Rodgers will use aerial topographic mapping (2' contours) previously provided to us by the County. To supplement this information, Wood Rodgers will perform a conventional field survey to acquire design level vertical and horizontal control for critical surface features such as culverts, existing trail, pavement, structures, utility vaults, known utilities, or other pertinent information. Topographic checks would also be performed to verify the accuracy of the aerial topography previously provided by the County.

The topographic field survey will be combined with available property boundary information provided by the County to create a scalable electronic base map with the various topographic features organized into layers capable of being independently turned on and off.

Task 3 – Background Research and Studies

3.1 Background and Existing Utility Research/Potholing

Wood Rodgers will continue efforts initiated in Phase 1 but will include a more in depth search into available improvement plans for on site facilities. Using the preliminary layout generated during Phase 1, we will perform a detailed field review of the project site paying particular

attention to potential utility connection points and identifying possible conflicts with existing facilities. Photographs of the site will be taken and catalogued for future use.

Depending upon the information obtained during our records search as well as our site reconnaissance, potholing of the existing facilities may be necessary to provide .

Under this Task, Wood Rodgers will also obtain information from the County regarding the proposed project. This includes, but is not limited to; applicable building standards, utility demand rates for the proposed facility, available mapping, Title Reports, previously submitted Applications for the Project, Utility as-built plans, etc. All information will be catalogued for future use.

3.2 Water Supply Analysis

Wood Rodgers will assess the water supply and pressures of the existing system and determine whether specific system upgrades are necessary to support additional fire hydrants adjacent to the site. Potable demands are expected to be limited to a single bathroom and possibly small break room. Fire sprinkler demands is outside of this scope and should be determined in conjunction with a qualified fire sprinkler design consultant. It is assumed that the County can provide all information regarding the on site Cabin Creek Facility water system including any previously generated models.

Wood Rodgers will review the existing well information including the DWR Well Completion Report, a site map showing the all of the utilities (above and below ground) including septic systems, and the overall project objectives. We will then conduct a site visit to find a location near the existing well that meets State and County Well Standards and setback requirements that also provides relatively easy access for a drilling rig. A stake will then be placed at the selected location and surveyed with a hand-held Trimble® GPS unit. The proposed new well location will then be plotted on a map illustrating the offset information from the existing well and other items of concern on the site. A description of the proposed well location and improvements will be developed as well as a location map. This information can be utilized in preparation of the environmental documents.

3.3 Geotechnical Study

Our exploration program will include research, exploration, field and laboratory testing, and engineering analyses to allow formulation of geotechnical recommendations for design and construction of this project. Readily available published geologic maps and fault hazard reports will be reviewed to identify the presence of documented geologic hazards at the site.

Field exploration will consist of advancing approximately four to five test pits with a rubber tired backhoe to a maximum depth of 12 to 15 feet below the existing ground surface or until refusal is met. For the purposes of this proposal refusal is defined as that point at which the rate of advance

is less than one foot in 10 minutes. Bulk soil samples will be obtained from the trench spoils and from the trench sidewalls as appropriate.

All explorations will be logged in the field by our geotechnical personnel. The test pits will be backfilled immediately after exploration and the site will be regraded to the extent possible with the equipment on hand. Material encountered during exploration will be logged in the field by our geotechnical personnel. The ground water surface will be measured if encountered. Soil samples will be returned to our Reno laboratory for testing.

Representative samples of significant soil types will be tested in the laboratory as to index properties, such as moisture content, grain size distribution and plasticity. These index properties are indicative of mechanical behavior of the soils. Consolidation or expansion testing, as appropriate, may be conducted on fine-grained soils to evaluate settlement or expansion potential. Direct shear testing may be provided to aid in the evaluation of design values associated with the proposed retaining walls. Resistance value test (ASTM D 2844) will be performed on representative samples of subgrade soil. We budgeted to perform two R-values for this project. R-value testing is a measure of subgrade strength and expansion potential and is used in design of flexible pavements.

Upon completion of our field, laboratory and office studies, a geotechnical investigation report will be prepared and will address the following:

- Description of the project site with the approximate locations of our explorations, shown on a site plan.
- Descriptive logs of the explorations performed for this study.
- General summary of the site soils and geology.
- Summary of surface and groundwater conditions encountered.
- Seismic Hazards including seismic design considerations. A liquefaction study is not a part of this report, however a preliminary assessment will be formed based on local geology, soil conditions, and groundwater depth measured in our test pits.
- Site preparation and grading recommendations.
- Retaining wall recommendations including: passive earth pressures, active earth pressures, at-rest earth pressures, and pseudo-static earth pressures (Mononobi-Okabi).
- Types of suitable foundations, allowable bearing and lateral soil pressures, appropriate footing depths and widths, and anticipated settlements will be presented for the proposed structures.
- Concrete and concrete slab-on-grade support recommendations.
- Structural section design considerations for proposed paved and unpaved access drives.
- Drainage considerations that may affect foundation design and performance.

Task 4 – Design

Wood Rodgers will move forward with the preliminary design concepts created in support of the on going Environmental Documentation for the project. Design updates expected to be included with this phase include: 1) Layout updates based on comments received during processing of the Environmental Documentation; 2) Utility connections to include sewer, water, and power only; 3) siting and sizing of pertinent detention and water quality elements associated with the site improvements; 4) Pertinent structural design and architectural renderings (up to four renderings); and 5) Conceptual landscape design and revegetation strategies for the site.

Wood Rodgers will perform preliminary structural design calculations for the anticipated building as well as proposed retaining wall structures. As a project architect has not been assigned, we anticipate that the County will provide the necessary architectural information needed for our calculations such as anticipated building materials. The Wood Rodgers' Structures Group will review the 30% design schematic civil exhibits in order to develop the preliminary structural details for the 60% design development structural set. The structural set will identify the primary components and materials that support assemblies for use in the architect's design development set of the biomass cogeneration plant functionality. Additionally, preliminary structural detailing will be developed for the site retaining walls to aid in qualification of the site grade requirements. In addition Wood Rodgers will consult with a Construction Estimator that will prepare Site, Architectural, Mechanical, and Electrical Construction cost estimates for the building shell. The Construction Estimator will work with the Wood Rodgers Structures Group to prepare a Preliminary Structural Engineer's Estimate of the construction cost. The building plans will be limited to external features at this point. Interior design, including utility connections, will be done during final design.

Typical structural detail sheets will be prepared, including, as necessary, general plan, details, typical section, and reinforcement. The typical detail sheets created would be incorporated with the preliminary plan submittal (60%) under Task 4.1.

Street light design is not anticipated to be part of this scope.

4.1 Cabin Creek Biomass Facility Design (60% Design)

In close coordination with the County, Wood Rodgers and the design team will prepare the Site Improvement Plans for construction of the project. Preliminary layouts, as previously developed with the earlier phase of work, will provide the base for the Plans and will be used to create the 60% submittal packages.

Wood Rodgers will use AutoCAD for plan preparation. The following plan sheets are estimated for this phase of the project:

Title Sheet	(1)
General Notes	(1)
Construction Details	(1)
Layout Sheets (1" = 40')	(2)
Preliminary Structural Details	(3)
Grading and Erosion Control	(2)

Wood Rodgers will prepare a construction cost estimate based upon the submitted plans and specifications.

Wood Rodgers will prepare and furnish the draft PS&E for the proposed project to the County for review and comment, as noted earlier in this section. "B" Plans will be issued to pertinent utility companies at this time as well.

Reimbursable Items – Mileage, per diem, reproduction, etc.

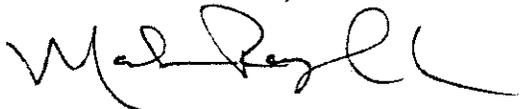
Reimbursable items include mileage, per diem, reproduction, etc. and will be billed at cost.

We believe this proposal accurately defines the scope of work as outlined and requested by the County of Placer Community Development Resource Agency, and is based on knowledge of the project at its current status.

As you might expect, we are extremely excited about the possibility of our involvement in this project. We are aware that this work will be completed under the previously agreed Terms and Conditions of our existing On-Call Agreement with the County, and will be authorized as contained therein.

We have included our proposed budget for the above listed Tasks.

Sincerely,
WOOD RODGERS, INC.



Mark Rayback, PE
Principal

CABIN CREEK BIOMASS PROJECT - PHASE 2
Estimated Budget



Task Description	Civil/Survey								Structural				Geotechnical				Grand Total Hours	Grand Total Project Cost					
	Project Manager	Senior Engineer (III)	Design Engineer (II)	Senior Surveyor	GPS Surveyor	Survey Crew (2 person)	Asst. Engineer (III)	Administrative Assistant	TOTAL HOURS	Principal	Senior Engineer (III)	Asst. Engineer (III)	CAD Technician (II)	TOTAL HOURS	Principal Engineer	Senior Engineer (III)			Engineer/Geologist (I)	Asst. Engineer (III)	CAD Technician (II)	TOTAL HOURS	
TASK 1 - PROJECT MANAGEMENT	24	16	0	0	0	0	0	8	48	0	0	0	0	0	0	0	0	0	0	0	48		
Project Management	16	8						4	28												0	28	\$4,380.00
Project Meetings	8	8						4	20												0	20	\$2,900.00
TASK 2 - SURVEYS and MAPPING	0	0	0	12	8	24	4	0	48	0	0	0	0	0	0	0	0	0	0	0	0	48	
Task 2.1 - Base Mapping and Supplemental Topo	6	24	60	0	0	0	12	0	102	0	0	0	0	0	2	8	16	6	32	0	48	134	\$8,740.00
TASK 3 - BACKGROUND RESEARCH and STUDIES	4	16	24				4		48												0	48	\$9,400.00
Task 3.1 - Background and Existing Utility Research/Photologing	2	8	36				8		54												0	54	\$6,830.00
Task 3.2 - Water Supply Analysis									0						2	8	16	6	32	0	32	32	\$7,460.00
Task 3.3 - Geotechnical Study	8	48	128	0	0	0	66	4	254	20	72	40	132	0	0	0	0	0	0	0	0	386	
TASK 4 - DESIGN	8	48	128	0	0	0	66	4	254	20	72	40	132	0	0	0	0	0	0	0	0	386	\$49,410.00
Task 4.1 - Facility Design 60% ("B" Plans)	8	40	108	0	0	0	64	220	20	64	40	124	0	0	0	0	0	0	0	0	0	344	\$44,160.00
4.1.1 Site Development Plans and Preliminary Building Renderings									18		8		8								0	26	\$3,460.00
4.1.2 Engineer's Estimate									16				0								0	16	\$1,790.00
4.1.3 P&E Submittal	38	88	188	12	8	24	32	12	452	20	72	40	132	2	8	16	6	32	0	0	0	616	
TOTAL HOURS																							

131

Wood Rodgers Inc.
Compensation for Professional Engineering Services
for
CABIN CREEK BIOMASS PROJECT - PHASE 2
Placer County, California

Civil/Survey			
<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Project Manager/Principal Engineer	38	\$185.00	\$7,030.00
Senior Engineer (III)	88	\$140.00	\$12,320.00
Design Engineer (II)	188	\$125.00	\$23,500.00
Senior Surveyor	12	\$140.00	\$1,680.00
GPS Surveyor	8	\$140.00	\$1,120.00
Survey Crew (2 Person)	24	\$230.00	\$5,520.00
Assist. Engineer/CAD Technician (III)	82	\$105.00	\$8,610.00
Administrative Assistant	12	\$75.00	\$900.00
Total - Direct Labor	452		\$60,680.00
<u>OTHER COSTS</u>			
• Mileage / Reproduction / Other Direct Costs			\$2,000.00
<u>SUBCONSULTANTS</u>			
• PC Exploration (Potholing)			\$3,000.00
TOTAL - Civil/Survey			<u>\$65,680.00</u>
 Structural			
<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal	20	\$185.00	\$3,700.00
Senior Engineer (III)	72	\$140.00	\$10,080.00
Assist. Engineer/CAD Technician (III)	40	\$105.00	\$4,200.00
Total - Direct Labor	132		\$17,980.00
<u>OTHER COSTS</u>			
• Mileage / Reproduction / Other Direct Costs			\$500.00
TOTAL - Structural			<u>\$18,480.00</u>
 Geotechnical			
<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	2	\$185.00	\$370.00
Senior Engineer (III)	8	\$140.00	\$1,120.00
Engineer/Geologist (I)	16	\$115.00	\$1,840.00
Assist. Engineer/CAD Technician (III)	6	\$105.00	\$630.00
Total - Direct Labor	32		\$3,960.00
<u>OTHER COSTS</u>			
• Direct Costs (Drilling Contractor, permit, reproduction, etc.)			\$1,900.00
• Laboratory Testing			\$1,600.00
TOTAL - Geotechnical			<u>\$7,460.00</u>
GRAND TOTAL			<u>\$91,620.00</u>