

RESOLUTION NO. **SD15-005**
OF THE BOARD OF DIRECTORS OF
NEVADA COUNTY SANITATION DISTRICT NO. 1

**RESOLUTION APPROVING A CONTRACT WITH HYDRO SCIENCE
ENGINEERS, INC. FOR FINAL DESIGN SERVICES FOR THE
CONNECTION OF THE PENN VALLEY SEWER SYSTEM TO THE
LAKE WILDWOOD WASTEWATER TREATMENT PLANT
IMPROVEMENT PROJECT**

WHEREAS, on August 12, 2014, the Board of Directors approved the contract for design services for the Connection of the Penn Valley Sewer System to the Lake Wildwood Wastewater Treatment Plant Improvement Project; and

and WHEREAS, the scope of that contact has been completed by HydroScience Engineers, Inc.;

WHEREAS, the scope and cost of final design has been identified by HydroScience Engineers, Inc.; and

WHEREAS, on June 17, 2014, funding was secured through a Clean Water State Revolving Fund (CWSRF) grant agreement; and

WHEREAS, there are sufficient funds available to fund this contract in budget code 4772-91005-709-2000/540710.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Sanitation District No. 1 Board of Directors:

1. Awards the Contract to HydroScience Engineers, Inc. in an amount not to exceed \$603,431.00 for design services for the Connection of the Penn Valley Sewer System to the Lake Wildwood Wastewater Treatment Plant Improvement Project. The contract term shall be from April 28, 2015 to December 31, 2016.
2. Authorizes the Chair of the Board of Directors to execute on behalf of Nevada County Sanitation District No. 1 the agreement between the Sanitation District and HydroScience Engineers, Inc.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Nevada County Sanitation District No. 1, held on the 28th day of April, 2015, by the following vote:

Ayes: Directors Nathan H. Beason, Edward Scofield, Dan Miller and Richard Anderson.

Noes: None.

Absent: Hank Weston.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Interim Clerk of the Board of Directors

By:


Edward C. Scofield, Chair

4/28/2015 cc: NCSD#1*
AC*(hold)

04/30/2015 cc: NCSD#1*
AC* (Release)
HSE

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the NEVADA COUNTY SANITATION DISTRICT NO. 1 (herein "County"), and

HydroScience Engineers, Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Final Design of the Penn Valley Pipeline Project**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$603,431
(§3) **Contract Beginning Date:** 4/28/15 **Contract Termination Date:** 12/31/16
(§4) **Liquidated Damages:** \$0 per day

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	X	
(§7)	Automobile Liability (\$1,000,000) Personal Auto		X
	(\$1,000,000) Business Rated	X	
	(\$1,000,000) Commercial Policy		X
(§8)	Worker's Compensation (\$1,000,000)	X	
(§9)	Errors and Omissions (\$1,000,000)	X	

LICENSES

Designate all required licenses:

(§14) As applies

NOTICE & IDENTIFICATION

(§26) **Contractor:** Nevada County Sanitation District No. 1:
Hydroscience Engineers, Inc. 950 Maidu Avenue
10569 Old Placerville Road Nevada City, CA 95959
Sacramento CA 95827

Contact Person: Bill Slenter
Tel: 916-364-1490 x 115

Contact Person: Brad Torres
Tel: 530-265-7103

e-mail: bslenter@hydroscience.com

e-mail: brad.torres@co.nevada.ca.us
Org Code: 4772-91005-709-2000/540710

Contractor is a: (check all that apply)

Corporation: Calif., Other, LLC, Non-profit
Partnership: Calif., Other, LLP, Limited
Person: Indiv., Dba, Ass'n, Other

EDD: Independent Contractor Worksheet Required: Yes No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	X	
Exhibit B: Schedule of Charges and Payments (Paid by County)	X	
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	X	
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)		X



Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;



- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's



FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.



16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all



supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.


27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

NEVADA COUNTY SANITATION DISTRICT NO. 1:


Name: William J. Stenter
Title: Principal


Name: Honorable Edward C. Scofield
Title: Chair, Board of Directors

Dated: 4-27-2015

Dated: 4-28-2015



EXHIBIT "A"
SCOPE OF SERVICES



EXHIBIT A
SCOPE OF SERVICES



HydroScience Engineers, Inc.
2300 Clayton Road, Suite 600
Concord, CA 94520
T: 925.332.5221
F: 925.349.4329

April 8, 2015

Mr. Brad Torres
Nevada County Sanitation District No. 1
950 Maidu Avenue
Nevada City, CA 95959

Subject: Proposal to Provide Engineering Design Services for the Penn Valley Dual Sewer Force Main Project

Dear Brad:

HydroScience Engineers, Inc. (HydroScience) has prepared this engineering design services proposal which presents our proposed scope of services and fee for the Nevada County Sanitation District No. 1's (District's) Penn Valley Dual Sewer Force Main project (Project). This proposal is for the final design and bidding phases of the project. Services during construction will be negotiated at a later date.

Coastland Civil Engineering (Coastland) has been retained by the District for program management of the project. Our design efforts will be coordinated with Coastland and the District.

Our project team includes HydroScience staff along with the following sub-consultants:

- Provost and Pritchard (P&P) – project management, lift station design and improvements to the Lake Wildwood WWTP.
- Holdrege and Kull (H&K) – geotechnical services.
- NorthStar Engineering – surveying and environmental permitting.
- VE Solutions – structural engineering.
- Exaro Technologies – utility locates (Lake Wildwood WWTP site).

As agreed to by Coastland and District staff, the scope of the design project includes the following elements. Additional details of the elements can be found in the draft preliminary design report (PDR) prepared by HydroScience dated January 20, 2015.

1. Parallel 6" sewer force mains from the Penn Valley community to the Lake Wildwood WWTP as shown in the draft PDR. This will include at least two horizontal directional drill (HDD) installations as described in the draft PDR, with one additional trenchless installation at the Highway 20 intersection (currently under analysis for presentation to Caltrans). It will also include attachment of the force mains to the Squirrel Creek bridge.

A handwritten signature in blue ink, appearing to be "WJF", is written over the "Contractor approves this page" text.

2. A lift station on land owned by the Penn Valley Fire Protection District. This will include odor control and an emergency generator housed inside a building as described in the PDR.
3. An energy dissipater at the terminus of the force mains.
4. New isolation valves and air release valves as described in the PDR. Septic tank improvements and upsizing of existing sewer lines will not be included in the project at this time.
5. Odor control and grit removal at the Lake Wildwood WWTP. The draft PDR proposed installing a new headworks screen with grit removal and odor control. Based on direction from District staff, a standalone grit removal system will be designed with capacity for the ultimate wastewater flow from both the Lake Wildwood and Penn Valley communities. This will be located between the existing headworks and the equalization storage basin (EQ basin). Odor control will also be designed and sized for the ultimate wastewater flow as described in the draft PDR.
6. A new influent sewer at the Lake Wildwood WWTP from the manhole at the entrance road to the existing headworks.

Scope of Work

Task 1 – Project Management and Meetings

- 1.1 **Meetings:** HydroScience will participate in the following meetings during the design and bidding phases of the project. Coastland will be responsible for scheduling and preparing agendas and minutes for the meetings.
 - Kickoff meeting – HydroScience, NorthStar (environmental permitting) and P&P.
 - Three additional project meetings and/or site visits - HydroScience and P&P.
 - 50% and 90% design review meetings - HydroScience and P&P.
 - Bi-weekly conference calls with District and Coastland staff. This has been estimated as a 1 hour per call for one HydroScience staff member and one P&P staff member. Total number of calls is estimated at 10.
 - One meeting with Central Valley Regional Water Quality Control Board staff and District staff to discuss the requirements of the Penn Valley Wastewater Treatment Plant (PVWWTP) cease and desist order (CDO) and scheduling of design and construction activities – HydroScience and P&P.
 - Pre-bid meeting – P&P.
- 1.2 **Invoicing & Project Summaries:** HydroScience will prepare monthly progress reports outlining the team's progress on the project tasks and schedule. These reports will correlate with the monthly invoices.
- 1.3 **Funding Assistance:** Coastland will assist the District with grant funding requirements. Bidding documents prepared by HydroScience will include the required contract documents SWRCB and CDBG contract "boiler plate" to be provided by Coastland and the District.

- 1.4 Internal Project Management and Coordination with Sub-consultants:**
HydroScience will internally manage the project and coordinate the contracts with sub-consultants.

Deliverables

- *Progress reports with invoices.*

Task 2 – Topographic Surveying and Utility Coordination - A topographic survey was performed by NorthStar Engineering during preliminary design of the project and included the location of visible utilities, existing facilities, edge of pavement, centerline of pavement, ditches, ground elevations, existing culverts, storm drainage facilities, any found property corners, existing paint marks for utilities, trees (6" or larger) and invert elevations of manholes and storm drains. Existing topographic surveying information provided by the District for the Lake Wildwood WWTP was incorporated into the survey. The Lake Wildwood survey was completed prior to the 2006 improvements and does not show all of the existing utilities and improvements. Additional surveying information will be required for the new influent sewer, grit removal and odor control at the Lake Wildwood WWTP site.

A copy of NorthStar's scope of work is attached. Specific work items in this task are as follows:

- 2.1 Topographic Survey:** NorthStar Engineering will perform a topographic survey and compile the topographic base map to be used for the final design of the sanitary sewer force main within the Wastewater Treatment Plant. The limits of the survey will be as indicated on the attached exhibit.


The survey will be performed on the existing horizontal and vertical control established for the force main topographic survey. The compiled topographic map will be spliced into the existing topographic base map.

The survey shall locate structures, pavement, larger than 6" diameter measured at breast features within the defined limits.

- 2.2 CONTINGENCY AND SUPPLEMENTAL SURVEYING:** This task is established for supplemental surveying that may be deemed necessary by the District during the final design process.

Prior to surveying the site, Exaro Technologies will locate utilities (horizontal) at the Lake Wildwood WWTP, specifically in the location of the existing and proposed influent sewer, the proposed grit removal structure and the odor control facility. All utilities at the WWTP will not be located. Existing drawings of the site will be provided to Exaro to facilitate their location efforts. Potholing of existing utilities is not included, but may be required if utility conflicts become apparent. Exaro will mark locations of utilities and NorthStar will include the paint marks in their topographic survey.

A copy of Exaro's scope of work is attached. Specific work items in this task are the electronic detection and ground Penetrating radar (GPR) to designate / clear utilities at the Lake Wildwood WWTP in the vicinity of the new influent sewer and grit removal structure.



Deliverables

- *Electronic copies of the topographic surveys prepared by NorthStar for the project in Adobe PDF and AutoCAD Version 2012 format or earlier version as required.*
- *Electronic copies of Exaro's utility survey location report.*

Task 3: Geotechnical Investigations – Geotechnical investigations, reports, and other activities for the project will be prepared by Holdrege and Kull (H&K) as a sub-consultant to HydroScience. A copy of H&K's scope of work is attached.

3.1 Initial Site Visit: Prior to field investigation, a representative of H&K will visit the site to locate the proposed investigation locations for Underground Service Alert. H&K will retain a private utility locating service to supplement the USA clearance to reduce the risk of encountering unmarked utilities on the site. HydroScience will not apply a markup to H&K's utility subcontractor.

3.2 Exploratory Borings: As currently proposed, H&K will advance two exploratory borings at the site in the general vicinity of the Highway 20 crossing. The borings will generally be located in shoulder areas or outside of the state right-of-way to improve accessibility. Two additional borings will be advanced at each of the other two HDD locations, both of which will be located outside of the roadway and as close to the proposed drill alignments as possible. The borings will be advanced to depths of approximately 35 feet (or shallower, if refusal is encountered on resistant rock) using a truck mounted drill rig.

An engineer or geologist from H&K will log soil conditions observed and collect relatively undisturbed and bulk soil samples from the exploratory borings. Collection of soil samples and the sample intervals will depend upon the soil conditions encountered. Typically, the soil samples would be collected from depths of 2.5 feet, 5 feet, 7.5 feet, 10 feet, and in 5 foot increments thereafter up to 35 feet below the ground surface. The soil samples will be labeled, sealed, and transported to our laboratory where selected samples will be tested to determine their engineering material properties.

Following drilling and sample collection, the borings will be backfilled with grout to within approximately 2 feet of the ground surface and capped with either soil cuttings (in vegetated areas) or cold asphalt patch.

3.3 Exploratory Trenches: In addition to the exploratory borings described, H&K's field investigation will include the excavation of 8 to 10 shallow exploratory trenches at selected locations along the pipeline alignment. The exploratory trenches will be located to allow confirmation and calibration of the subsurface conditions indicated by the geophysical testing performed as a part of the initial, preliminary investigation.

The exploratory trenches will generally be located in the shoulder areas, outside of the existing pavement. H&K anticipates that the trenches would be excavated to maximum depths of approximately 5 feet, or to refusal on shallow, resistant rock if encountered. The subsurface conditions revealed in the trenches will be observed by an engineer or geologist from H&K, and bulk, composite soil samples will be collected for classification purposes.

3.4 Laboratory Testing:

H&K will perform laboratory tests on selected soil samples to determine their engineering material properties. Laboratory tests will be performed using American Society for Testing and Materials (ASTM) or Caltrans methods as guidelines. The testing will likely include:

- D422, Particle Size Determination
- D2216, Moisture Content
- D2166, Unconfined Compression Shear Strength
- D2937, Density
- D3080, Direct Shear Strength
- D4318, Atterberg Limits
- Corrosion Evaluation (minimum electrical resistivity, pH, sulfate and chloride)

The actual tests performed may vary, depending on the subsurface conditions encountered. For example, if fine-grained soil is encountered during the field investigation, H&K may perform expansion index testing in an effort to evaluate expansion potential.

3.5 Data Analysis and Engineering Review

Following the completion of laboratory testing, H&K will review the field observations and analyze the laboratory test results to provide geotechnical engineering recommendations for the project.

3.6 Report Preparation

H&K will prepare a geotechnical engineering report that will present the findings, conclusions, and recommendations. The report will incorporate the findings from the preliminary investigation, and include descriptions of site conditions, a summary of the field investigation, laboratory test results, and conclusions regarding the project. Special attention will be paid to recommendations on drilling depth, drilling mud mix design, and other items required to inform the Contractor when selecting their trenchless materials, equipment, and methods.

The report will also include a site plan showing the approximate locations of the exploratory borings and trench locations. The report appendices will present the exploratory boring and trench logs and laboratory test data.

Deliverables

- *Electronic copies of the geotechnical reports prepared for the project in Adobe PDF format:*

Task 4: Environmental Permitting – Based on input from NorthStar Engineering, the California Department of Fish and Wildlife (CDFW) requires a Lake and Streambed Alteration (LSA) Agreement for substantial adverse affects of construction activities on existing fish or

wildlife resources (e.g. HDD crossing at the pedestrian bridge). NorthStar Engineering (NorthStar) will prepare and submit the LSA Agreement Application for the proposed project on behalf of the County. It should be noted that the LSA is essentially the same as a SAA (Streambed Alteration Agreement), and CDFW section 1600 (1602) permit. By targeting trenchless construction at the pedestrian bridge crossing, and suspending the pipelines at the Squirrel Creek Bridge, the USACE nationwide permit (404) and RWQCB 401 permit are not needed for this project.

The following information will be provided by HydroScience and/or the County and incorporated into the LSA application:

- Frac-Out Contingency Plan for Horizontal Directional Drilling (HDD). (HydroScience)
- CEQA documentation, including a copy of the Notice of Determination (NOD) that was filed with the County Clerk and payment of CDFW environmental filing fees. (NorthStar will provide a copy of the CEQA+ documentation; County to cover fees)
- Construction drawings at greater than 60% complete for improvements that result in impacts to waters within CDFW jurisdiction will be required. (HydroScience)
- Hydrological Study, if one has been prepared for the project. (County)
- Revegetation Plan, if vegetation removal to obtain access to location of HDD construction sites is necessary. (NorthStar to provide revegetation details/information; HydroScience to translate into contract documents)

A copy of NorthStar's scope of work is attached. NorthStar will conduct and prepare the following:

- Initial site visit and photo documentation for inclusion in the LSA Agreement Application. This will also include a review of site specific biological resources within the area of impact.
- CDFW Jurisdictional Impacts Map identifying those portions of the project area that are within CDFW's jurisdiction.
- Avoidance, minimization, and mitigation measures necessary to protect existing fish and wildlife resources. This section of the Application will include measures identified as part of the IS/MND as well as standard best management practices (BMPs) applied by CDFW.
- If requested, a second site visit will be conducted with CDFW staff.

It should be noted that a separate biological study has not been completed for the proposed project (all previous biological evaluations were incorporated directly into the IS/MND); it is anticipated that the information presented in the IS/MND will be adequate for CDFW's needs. However, CDFW may request the preparation of a separate biological study, in which case NorthStar will provide a separate scope and cost estimate for the additional task.

NorthStar will serve as the Applicant's Authorized Representative through the application process. This scope and cost estimate does not include the CDFW LSA Application fee.

Although potential issues with raptors, migratory birds and mud nesting birds were identified in the environmental documentation for the project, the proposed construction will commence in the fall of 2015, outside of the nesting periods for these species. Therefore, additional surveys during the final design of the project are not proposed.

Deliverables:

- One (1) hardcopy and one (1) CD copy for submittal to CDFW.
- Two (2) hardcopies and two (2) CD copies for Client and County files.

Task 5: Design & Bidding – Construction drawings and specifications, and bidding documents will be prepared by HydroScience with assistance from P&P. A copy of P&P's scope of work is attached. The bidding documents will cover construction of the lift station and force main, along with limited improvements in the Penn Valley collection system and Lake Wildwood WWTP as described herein.

We have assumed that the District will coordinate with Nevada Irrigation District (NID) for water service to the lift station site. We will provide water supply to the odor control unit and a hose bib for wash down at the lift station wet well. As no chemicals are planned for use at the site, no emergency shower or eye wash are planned for the lift station site.

Bidding and front-end (Division 0) specifications and appendices will be provided by the District, including SWRCB and CDBG boilerplates integrated therein. HydroScience will review the Division 1 General Requirements and the technical specifications for conformance with the Division 0 section furnished by the District. HydroScience will provide the District with a bid schedule and fully authored technical specifications. Technical specifications will be based on HydroScience's current technical specifications modified for this project. Submittals to the District are defined below:

5.1 Pre-Design Coordination: After the kickoff meeting, HydroScience will update and expand the following design information provided in the PDR based on input from the kickoff meeting:

- The lift station and pipeline alignment developed in the PDR.
- Alignment of the HDD installations on Penn Valley Road. The County will provide right-of-way drawings for both Penn Valley Drive and Pleasant Valley Road.
- Alignment of the Highway 20 HDD crossing. This assumes one meeting with Caltrans in their Marysville office. After that meeting, a Caltrans encroachment permit will be prepared and submitted for the Highway 20 crossing. No additional follow-up meetings with Caltrans are included in this scope of work.
- Location and sizing of isolation and air/vacuum valves to be replaced or added to the existing Penn Valley collection system. This will be done based on the existing system mapping and the hydraulic analysis of the system prepared as part of the PDR. District staff will provide locations of the isolation valves to be replaced.

- Energy dissipation, grit removal, odor control and new influent sewer at the Lake Wildwood WWTP.
- Development of an electrical and control design approach for the new facilities including integration of the new facilities into the existing Lake Wildwood SCADA system. We are assuming the following:
 - Electrical plans for the lift station as described in the PDR. This will include a new PG&E service.
 - Electrical plans for the grit removal system at the Lake Wildwood WWTP. This assumes that power will be provided through the existing electrical system and that capacity exists in existing electrical gear to supply these new loads.
 - Monitoring of the lift station functions and alarms. We are assuming that an internet connection will be available at the lift station site and that will allow interconnection to the District's existing SCADA system at the Lake Wildwood WWTP.
 - Monitoring of the grit removal system by directly connecting it to the existing SCADA system at the Lake Wildwood WWTP.

5.2 50% Design Submittal: This submittal will include the following, consistent with a 50% level of design completion:

1. Parallel 6" sewer force mains including three horizontal directional drill (HDD) installations. It will also include attachment of the force mains to the Squirrel Creek bridge.
2. A lift station on land owned by the Penn Valley Fire Protection District. This will include odor control and an emergency generator housed inside a metal building.
3. An energy dissipater at the terminus of the force mains.
4. New isolation valves and air release valves.
5. Odor control and grit removal at the Lake Wildwood WWTP. A standalone package grit removal system will be designed with capacity for the ultimate wastewater flow from both the Lake Wildwood and Penn Valley communities. This will be located between the existing headworks and the equalization storage basin (EQ basin). Odor control will also be designed and sized for the ultimate wastewater flow as described in the draft PDR.
6. A new influent sewer at the Lake Wildwood WWTP from the manhole at the entrance road to the existing headworks.

Preliminary design drawings will be prepared including the following divisions:

General: Title sheet, drawing index, notes and abbreviations, design analysis, basic flow diagrams.

Civil: Plan profiles, general site layouts, grading, site piping, NID water service, civil notes and details.

Process: Hydraulic profile for the effluent sewer and grit removal structure and the lift station and force main, P&ID, plan and sections of the wet well, valve vault

and meter vault, odor control units, grit removal structure, energy dissipater, process notes and details.

Architectural: Building plan, sections and elevations for a 24' x 36' metal building housing the odor control unit, emergency generator and electrical controls, building analysis, architectural notes and details.

Structural: Building foundation plan and sections for a 24' x 36' metal building, wet well, valve vault and meter vault (water and wastewater) foundations (assumes the structures will be precast), grit removal structure, energy dissipater structure, structural notes and details.

Electrical and Instrumentation (Pump Station):

- Electrical Design and utility company coordination for a new electrical utility company service.
- Electrical Design of electrical power distribution system including Electrical Switchgear, automatic transfer switch, and stationary standby generator at the new lift station,
- Electrical Design of a triplex sewage lift station consisting of three VFD controlled 25 HP pumps (2 Duty, 1 Standby)
- Electrical Design of a new sewage lift station building that will house the electrical switchgear, motor control center, and standby generator.
- Electrical Design of the new sewage lift station shall meet Title 24 requirements including criteria, calculations and Title 24 forms.
- Electrical Design associated with a packaged odor system.
- Control System design of the sewage lift station consisting of PLC based controls and Operator Interface Panel
- Connection and SCADA requirements associated with the new sewage lift station assuming that existing telemetry system can be expanded to handle the addition of this project site. If this cannot be done, provide an Autodialer instead.
- Instrumentation design of sewage lift station flow, level, pressure.

Electrical and Instrumentation (WWTP Electrical Scope):

- The electrical design will be limited to the addition of a new grit removal system downstream of the existing headworks.
- Provide power and controls using spare compartments in an existing motor control center or adding sections of motor control centers as required.
- Provide connections to the existing PLC associated with the new grit removal system.
- Provide new grit removal system control strategies associated with the existing PLC, existing Operator Interface Panel, and SCADA.

- Provide additional site lighting in the area of the new grit removal system if required.

Assumptions:

- Electrical Utility Company can provide service to the project site.
- Telephone or Cable Company can provide telephone or internet service to project site.
- If radio telemetry is required, assume that a radio connection for the project site has been confirmed by the District. Otherwise an additional engineering fee will be required to commission a radio propagation study between the SCADA master and the project site.
- Existing SCADA system hardware and software will not be required as part of this project. Assumption that the existing SCADA system software can handle the addition of the project site.
- Assume that the existing electrical services (both utility power and standby power) have sufficient capacity to handle the power loads associated with the new grit removal system.
- No utility coordination will be required.
- Existing PLC has sufficient I/O for signals associated with the new grit removal system.
- No modifications associated with the existing standby power system.
- Lighting modifications limited to the area that the grit removal system will be sited.
- No new building required.

A preliminary proposed drawing list is attached.

Recommended force main pipe materials to be included in the bidding documents. This may include multiple pipe materials, which will allow the District to select the most cost effective pipe materials based on bid prices.

Summary of construction sequencing and constraints that will allow the new facilities to be built while the existing facility operation is protected. Summary of shut down and tie-in requirements to bring the new facilities online.

Preliminary opinions of probable construction costs for the force main, lift station and other improvements.

Table of contents of the bidding documents and technical specifications.

A formal, internal QA/QC review will be conducted on the 50% design components. Changes will be incorporated by the design team prior to submittal to the County.



5.3 90% Design Submittal: This submittal will incorporate the District's comments on the 50% design submittal and bring the construction drawings, technical specifications and bid form documents to a 90% level of completion. The general conditions and bidding documents will be prepared by District staff along with any required funding agency "boilerplate" to be included in the contract documents. Opinions of probable construction costs will be updated. District comments are assumed to be limited to comments on the detail added between the prior submittal and this submittal.

A formal, internal QA/QC review will be conducted on the 90% design components. Changes will be incorporated by the design team prior to submittal to the County.

5.4 Final Bidding Documents: This submittal will incorporate the District's comments on the 90% design submittal and will provide the construction drawings and technical specifications, and bidding documents in a bid-ready form. A final opinion of probable construction costs will be provided. District comments are assumed to be limited to comments on the detail added between the prior submittal and this submittal.

A formal, internal QA/QC review will be conducted on the final design components. Changes will be incorporated by the design team prior to submittal to the County.

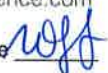
5.5 Bidding Services: Per District procurement requirements, the District will lead the bid process (advertise the project and field all communications) with assistance from HydroScience. HydroScience and P&P will answer questions (up to 5 total) posed to the District purchasing department during the bidding period. We are budgeting for providing two addenda and an analysis of bids received relating to technical aspects of the project. We will also prepare for and attend a pre-bid meeting as outlined in Task 1.

Deliverables

- *Pre-design coordination documents: one electronic copy (PDF format sent by e-mail to the project team).*
- *50% Design Submittal: 2 full size and 5 half size paper copies and one electronic copy (PDF format) on CD or flash drive.*
- *90% Design Submittal: 2 full size and 5 half size paper copies and one electronic copy (PDF format) on CD or flash drive.*
- *Final Bidding Documents: 2 full size and 5 half size paper copies, electronic copy (PDF format) configured for both half and full size plotting provided on CD or flash drive. The electronic copy will be used by the District for reproduction of bidding documents for distribution to potential contractors and suppliers.*
- *Bidding Services: Responses to inquiries (up to 5) and up to 2 addenda (1 electronic copy of each).*

Assumptions:

- *The Construction General Permit (CGP) will be administered to by the County/District, including payment for permit fees. The Contractor will be responsible for developing a SWPPP to be reviewed and approved by the County. Risk level or risk type determination will be established by the County.*
- *Post construction storm water requirements (PCRs) associated with development or redevelopment projects exceeding 5,000 SF in area are not applicable to this project nor*



this region. Nevada County nor Penn Valley are listed as permittees wherein PCRs would apply. Consequently, associated scope and fee for this work is excluded from this proposal.

- *The District and Nevada County will prepare or oversee/approve preparation of traffic control plan(s) by the Contractor. General guidelines for traffic control specific to the work to be performed will be provided by HydroScience for the Contractor to develop their Traffic Control Plan.*

5.6 Contingency Task:

Additional Work Authorized by District: During the preliminary design effort, additional tasks outside the above defined scope of work may be required by the project or requested by the District. Upon written authorization by the District's Wastewater Operations Manager, additional tasks may be assigned up to the funding limit included in the attached budget.

Fee Proposal

Our fee for the basic services for the tasks as outlined above is \$603,431. We have also included a contingency phase of \$35,000. A breakdown of our fee proposal by task is attached.

Schedule

Attached is a new schedule for project. We can provide our services to the District for the work defined above within this schedule. If modifications to this schedule are required by the District, we will work with the District to negotiate a mutually agreeable revision to this proposed schedule.

Your Project Manager, Ken Shuey, will be your primary point of contact for this project and I will be an alternate contact. Ken can be reached at kshuey@ppeng.com or 530-592-9240. We are excited about the opportunity to continue our work with the District on this important project.

Sincerely,
HYDROSCIENCE ENGINEERS, INC.



Bill Slenter, P.E.
Principal



Cindy Preuss, P.E.
Sr. Project Manager

Attachments:

Subconsultant proposals (P&P, Exaro, NorthStar Engineering, H&K, VE Solutions)
Drawing list
Schedule
Fee proposal
Hourly rates

April 7, 2015

Cindy Preuss, P.E.
HydroScience Engineers
2300 Clayton Road, Suite 600
Concord, CA 94520

Re: Nevada County Sanitation District No. 1 – Penn Valley Pipeline Project
Final Design - Scope of Work for Final Design and Bidding Phase

Dear Ms Preuss:

Provost and Pritchard Consulting Group is pleased to present this proposal for design and bidding services associated with Nevada County Sanitation District No. 1's Penn Valley Pipeline Project.

Nevada County Sanitation District No. 1 (District) has elected to proceed with the final design of connecting the existing Penn Valley collection system to the Lake Wildwood Wastewater Treatment Plant (LWW WWTP). HydroScience Engineers (HydroScience) will have overall responsibility for the project and will utilize various subconsultants during the course of the project, including Provost & Pritchard Consulting Group (P&P). The following is P&P's scope of services to be provided to HydroScience. This scope of work, fee proposal and schedule will be attached as Exhibit A to the subconsultant agreement between HydroScience and P&P.

Exhibit A
Scope of Work:

The following is P&P's scope of work for final design and bidding services of portions of the Penn Valley project.

Ken Shuey of P&P will serve as project manager for the technical aspects of the District's project. The level of effort for each P&P task is assumed to be that shown on the fee proposal; however, P&P reserves the right to reallocate hours between tasks and subtasks as needed, so long as the maximum fee for P&P work is not exceeded. P&P will notify HydroScience of any task budget reallocations.

Many of the tasks will also require the services of surveying and environmental (NorthStar Engineering), structural (VE Solutions), utility locations (Exaro Technologies) and geotechnical (Holdredge and Kull) subconsultants. Their scopes of work are included in HydroScience's scope of work to the District, and P&P's work outlined below cannot be completed without their input to the project.

The scope of the design project includes the following elements. Additional details of the elements can be found in the draft preliminary design report (PDR) prepared by HydroScience dated January 20, 2015.

Y:\Clients\HydroScience-2374\23741471-Penn Valley\DOCS\IPM\Contract\1-Final Design Scope\PP Proposal to HSe - Final Draft 04-07-15.doc

Cindy Preuss

Re: Nevada County Sanitation District No. 1 – Penn Valley Pipeline Project
Final Design - Scope of Work for Final Design and Bidding Phase

April 7, 2015

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1. Project management tasks for the project will be divided between HydroScience and P&P. Each firm shall be responsible to complete its assigned tasks based on the hours shown in the fee proposal to the District.
2. Parallel 6" sewer force mains from the Penn Valley community to the Lake Wildwood WWTP. This will include at two horizontal directional drill (HDD) installations as described in the draft PDR, with one additional trenchless installation at the Highway 20 intersection and the Squirrel Creek bridge crossing. HydroScience will be responsible for this task.
3. A lift station on land owned by the Penn Valley Fire Protection District. This will include odor control and an emergency generator housed inside a building as described in the PDR. P&P will be responsible for the majority of this task with electrical and instrumentation design completed by and the responsibility of HydroScience.
4. Energy dissipater at the terminus of the force mains. P&P will be responsible for this task.
5. New isolation valves and air release valves as described in the PDR. Septic tank improvements and upsizing of existing sewer lines will not be included in the project at this time. HydroScience will be responsible for this task.
6. Odor control and grit removal at the Lake Wildwood WWTP. The draft PDR proposed installing a new headworks screen with grit removal and odor control. Based on direction from District staff, a standalone grit removal system will be designed with capacity for the ultimate wastewater flow from both the Lake Wildwood and Penn Valley communities. This will be located between the existing headworks and the equalization storage basin (EQ basin). Odor control will also be designed and sized for the ultimate wastewater flow as described in the draft PDR. P&P will be responsible for this task except that electrical and instrumentation design will be completed by and the responsibility of HydroScience.
7. A new influent sewer at the Lake Wildwood WWTP from the manhole at the entrance road to the existing headworks. P&P will be responsible for this task.

Project Management and Meetings:

P&P will participate in the following meetings during the design and bidding phases of the project.

- Kickoff meeting.
- Three additional project meetings and/or site visits.
- Bi-weekly conference calls with District staff. This has been estimated as a 1 hour per call for one P&P staff member. Total number of hours is estimated at 24.
- One meeting with Central Valley Regional Water Quality Control Board staff and District staff to discuss the requirements of the Penn Valley Wastewater Treatment Plant (PVWWTP) cease and desist order (CDO) and scheduling of design and construction activities.



Cindy Preuss

Re: Nevada County Sanitation District No. 1 – Penn Valley Pipeline Project
Final Design - Scope of Work for Final Design and Bidding Phase

April 7, 2015

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- 50% and 90% design review meetings.
- Pre-bid meeting.

Agendas and minutes for the meeting with the Regional Water Quality Control Board and pre-bid meeting will be prepared by P&P. Agendas and minutes for other meetings will be prepared by the District or their program manager.

Design & Bidding: HydroScience will have overall responsibility for the project and will coordinate the work of the various sub-consultants including P&P. P&P will assist in coordinating the work of H&K (geotechnical investigations for the lift station site), and NorthStar and Exaro (survey and utility locates of the Lake Wildwood WWTP site relative to the new influent sewer and grit removal structure). P&P will prepare and stamp drawings and technical specifications for the lift station (except electrical and controls) along with the influent sewer and grit removal (except electrical and controls) at the Lake Wildwood WWTP. P&P will utilize Pacific Design Associates, Inc. for the architectural and mechanical design of the lift station building. P&P will not mark up Pacific Design Associates' invoices.

1.1. Pre-Design Coordination: After the kickoff meeting, P&P will update and expand the following design information provided in the PDR based on input from the kickoff meeting:

1.1.1. The lift station.

1.1.2. Energy dissipation, grit removal, odor control and new influent sewer at the Lake Wildwood WWTP.

1.2. 50% Design Submittal: Based on the descriptions provided in the PDR, P&P will provide the following information for this submittal consistent with a 50% level of design completion:

1.2.1. Preliminary design drawings for the lift station, energy dissipater, grit removal, odor control and new influent sewer, including

1.2.1.1. General: Design analysis, basic flow diagrams.

1.2.1.2. Civil: General site layouts, grading, site piping, NID water service, civil notes and details.

1.2.1.3. Process: Hydraulic profile for the influent sewer and grit removal structure and the lift station and force main, P&ID, plan and sections of the wet well, valve vault and meter vault, odor control units, grit removal unit, energy dissipater, process notes and details.

1.2.1.4. Architectural: Building plan, sections and elevations for a 24' x 36' metal building housing the odor control unit, emergency generator and electrical controls, building analysis, architectural notes and details. Mechanical design will also be prepared assuming the building will not be heated or cooled except by exhaust fans, which will be temperature controlled. These plans and associated technical specification sections will be prepared by Pacific Design Associated, Inc. as a subconsultant to P&P.

1.2.1.5. Structural: Building foundation plan and sections for a 24' x 36' metal building, wet well, valve vault and meter vault (water and wastewater)

Cindy Preuss

Re: Nevada County Sanitation District No. 1 – Penn Valley Pipeline Project
Final Design - Scope of Work for Final Design and Bidding Phase

April 7, 2015

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foundations (assumes the structures will be precast), grit removal structure, energy dissipater structure, structural notes and details.

1.2.1.6. Electrical and Instrumentation (provided by HydroScience).

1.2.2. Summary of construction sequencing shut down and tie-in requirements to bring the new lift station, influent sewer and grit removal installation online.

1.2.3. Preliminary opinion of probable construction costs for the lift station.

1.2.4. Table of contents of required technical specifications.

1.2.5. A formal, internal QA/QC review will be conducted on the 50% design components. Changes will be incorporated by the design team prior to submittal to HydroScience.

1.2.6. HydroScience will be responsible for incorporating documents prepared by P&P and other subconsultants into the 50% submittal and submitting the 50% design submittal to the District.

P&P will attend a review meeting with HydroScience and District staff to review the submittal.

1.3. 90% Design Submittal: This submittal will incorporate the District's comments on the 50% design submittal and bring the construction drawings, technical specifications and bid form documents to a 90% level of completion. The general conditions and bidding documents will be prepared by District staff. P&P will review the general conditions and bidding documents for conflicts with the technical specifications prepared by P&P. Opinions of probable construction costs will be updated. QA/QC procedures outlined above will also be followed for the 90% design submittal. P&P will incorporate comments on documents prepared by us. HydroScience will be responsible for incorporating revised documents prepared by P&P and other subconsultants into the 90% submittal and submitting the 90% design submittal to the District.

P&P will attend a review meeting with HydroScience and District staff to review the submittal.

1.4. Final Bidding Documents: This submittal will incorporate the District's comments on the 90% design submittal and will provide the construction drawings and specifications, and bidding documents in a bid-ready form. A final opinion of probable construction costs will be provided. QA/QC procedures outlined above will also be followed for the 90% design submittal. P&P will incorporate comments on documents prepared by us. HydroScience will be responsible for incorporating revised documents prepared by P&P and other subconsultants into the final bidding documents and submitting to the District.

1.5. Bidding Services: Per District procurement requirements, the District will lead the bid process (advertise the project and field all communications) with assistance from HydroScience and P&P. HydroScience and P&P will answer questions regarding their respective design elements posed to the District purchasing department during the bidding period. We are budgeting for providing two addendums and an analysis of bids received relating to technical aspects of the project. We will also prepare an agenda and minutes for and attend the pre-bid meeting as outlined above.



Cindy Preuss

Re: Nevada County Sanitation District No. 1 – Penn Valley Pipeline Project
Final Design - Scope of Work for Final Design and Bidding Phase

April 7, 2015

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Contingencies: During the preliminary design effort, additional task outside the above defined scope of work may be required by the project or requested by HydroScience and/or the District. Upon written authorization by HydroScience, additional tasks may be assigned.

Fee Proposal

Our fee for the basic services for Task 1 outline above is \$216,450. We have also included a contingency phase of \$15,000. A breakdown of our fee proposal by task is attached.

Schedule

Attached is the latest schedule for this phase of the project. We can provide our services to HydroScience for the work defined above within this schedule. If modifications to this schedule are required by the District, we will work with HydroScience and the District to negotiate a mutually agreeable revision to this proposed schedule.

We look forward to working with HydroScience and the District on this project. Please contact Ken Shuey at (530) 592-9240 or kshuey@ppeng.com if you have any questions or need any additional information.

Sincerely,



Kenneth K. Shuey, P.E.
RCE 33558
Principal Engineer



David McGlasson, P.E., P.L.S.
RCE 38482, PLS 6968
Principal in Charge

Enclosures: Fee Proposal
Project Schedule
Standard Fee Schedule



PROPOSAL FOR PENN VALLEY FORCE MAIN PROJECT



Estimated Staffing Plan and Cost Breakdown

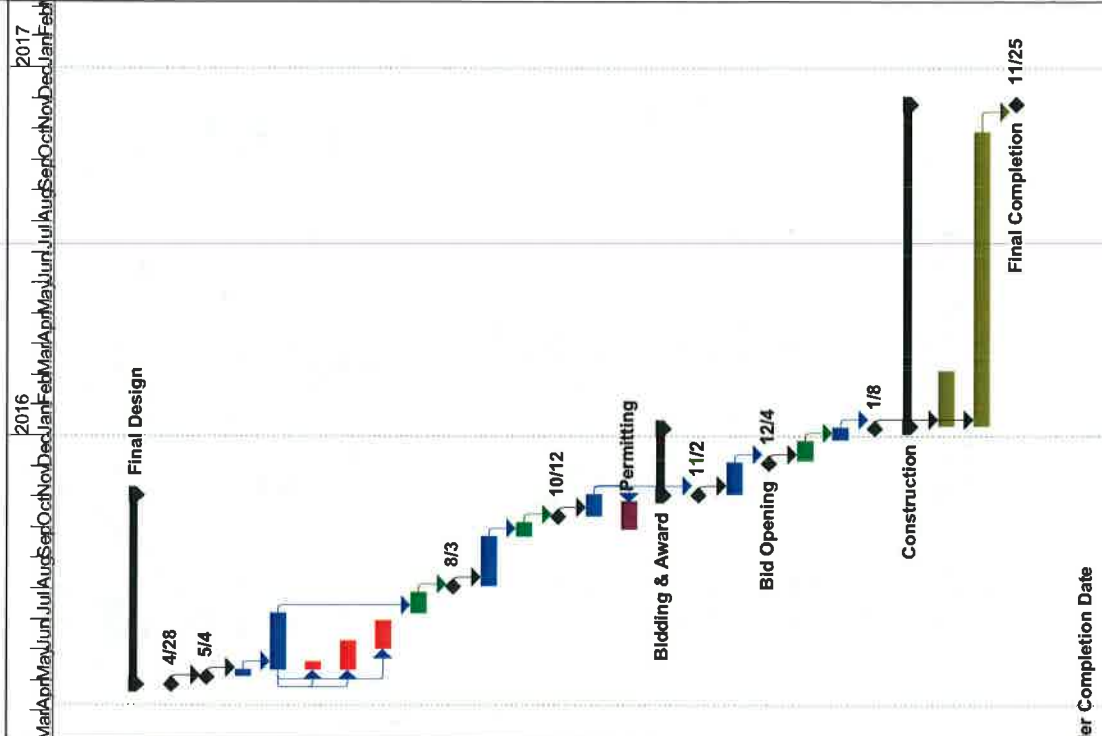
	PM		PE		Structural		Structural		Process		QC		Total Hours	Subtotal Labor	Subtotal Reimb w/Mark Up	Subtotal	Conting.	Total Fee
	PRINCIPAL ENGINEER IV	SENIOR ENGINEER IV	PRINCIPAL ENGINEER IV	SENIOR TECHNICAL N II	ASSOCIATE TECHNICAL N II	PRINCIPAL ENGINEER R, IV	PRINCIPAL ENGINEER R, IV	PRINCIPAL ENGINEER R, IV										
TASK 1 - Project Management	\$190	\$160	\$190	\$120	\$100	\$190	\$190						8	\$1,520	\$0	\$1,520	\$0	\$1,520
Invoicing & Summaries	8	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$750	\$750	\$0	\$750
Kickoff	8	0	0	0	0	0	0	0	0	0	0	0	8	\$1,520	\$0	\$1,520	\$0	\$1,520
Progress (3)	24	0	0	0	0	0	0	0	0	0	0	0	24	\$4,560	\$0	\$4,560	\$0	\$4,560
RW/QCB	8	0	0	0	0	0	0	0	0	0	0	0	8	\$1,520	\$0	\$1,520	\$0	\$1,520
Conference Calls	24	0	0	0	0	0	0	0	0	0	0	0	24	\$4,560	\$0	\$4,560	\$0	\$4,560
Review Meetings - 50% & 90%	16	0	0	0	0	0	0	0	0	0	0	0	16	\$3,040	\$0	\$3,040	\$0	\$3,040
Bidding	16	0	0	0	0	0	0	0	0	0	0	0	16	\$3,040	\$0	\$3,040	\$0	\$3,040
QA/QC	0	0	0	0	0	0	0	0	0	32	0	0	32	\$6,080	\$0	\$6,080	\$0	\$6,080
TASK 2 - Topographic Surveying and Utility Coordin	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Utility Locates	8	0	0	0	0	0	0	0	0	0	0	0	8	\$1,520	\$150	\$1,670	\$0	\$1,670
Surveying	8	0	0	0	0	0	0	0	0	0	0	0	8	\$1,520	\$150	\$1,670	\$0	\$1,670
TASK 3 - Geotechnical Investigation	8	0	0	0	0	0	0	0	0	0	0	0	8	\$1,520	\$150	\$1,670	\$0	\$1,670
TASK 4 - Environmental Permitting																		
No Work Under this Task	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
TASK 5 - Design & Bidding																		
Drawings	84	214	96	208	328	0	0	0	0	0	0	0	930	\$126,200	\$14,500	\$140,700	\$0	\$140,700
Specifications	32	80	52	0	0	0	0	0	0	0	0	0	164	\$28,760	\$0	\$28,760	\$0	\$28,760
Opinion of Costs	16	24	12	0	0	0	0	0	0	0	0	0	52	\$9,160	\$0	\$9,160	\$0	\$9,160
Caltrans Encroachment Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Bidding Assistance	32	0	0	0	0	0	0	0	0	0	0	0	32	\$6,080	\$150	\$6,230	\$0	\$6,230
TASK 6 - Contingencies	24	16	16	22	22	0	0	0	0	0	0	0	100	\$15,000	\$0	\$15,000	\$0	\$15,000
Total units	316	334	176	230	350	32	32	1,438										
Total \$	\$60,040	\$53,440	\$33,440	\$27,600	\$35,000	\$6,080								\$215,600	\$15,850	\$231,450	\$0	\$231,450

4/7/2015

Nevada County Sanitation District No. 1 Penn Valley Lift Station and Force Main Final Design Schedule

Tue 4/7/15

ID	Task Name	Duration	Start	Finish	Predecessors
1					
2					
3	Final Design	135 days	Tue 4/28/15	Mon 11/2/15	
4	Contract Negotiations & Board Approval	0 days	Tue 4/28/15	Tue 4/28/15	
5	Kickoff Meeting	0 days	Mon 5/4/15	Mon 5/4/15	4FS+5 days
6	Pre-Design Coordination	5 days	Tue 5/5/15	Mon 5/11/15	5
7	50% Design & Specifications	40 days	Tue 5/12/15	Mon 7/6/15	6
8	Topo Survey	5 days	Tue 5/12/15	Mon 5/18/15	7SS
9	Geotechnical Investigation	20 days	Tue 5/12/15	Mon 6/8/15	7SS
10	Environmental Permitting	20 days	Tue 6/2/15	Mon 6/29/15	7SS+15 days
11	County Review	15 days	Tue 7/7/15	Mon 7/27/15	7
12	50% Review Meeting	0 days	Mon 8/3/15	Mon 8/3/15	11FS+5 days
13	90% Design & Specifications	35 days	Tue 8/4/15	Mon 9/21/15	12
14	County Review	10 days	Tue 9/22/15	Mon 10/5/15	13
15	90% Review Meeting	0 days	Mon 10/12/15	Mon 10/12/15	14FS+5 days
16	Bid Ready Set & Building Permit Submittal	15 days	Tue 10/13/15	Mon 11/2/15	15
17	Permitting	20 days	Tue 9/29/15	Mon 10/26/15	16FF-5 days
18	Bidding & Award	49 days	Mon 11/2/15	Fri 1/8/16	
19	Board Action to Approve Bid Documents	0 days	Mon 11/2/15	Mon 11/2/15	16
20	Advertise & Bid Period	24 days	Tue 11/3/15	Fri 12/4/15	19
21	Bid Opening	0 days	Fri 12/4/15	Fri 12/4/15	20
22	Board Action to Award Contract	15 days	Mon 12/7/15	Fri 12/25/15	21
23	Contractor Submit Bonds, Insurance, Etc.	10 days	Mon 12/28/15	Fri 1/8/16	22
24	Notice to Proceed	0 days	Fri 1/8/16	Fri 1/8/16	23
25	Construction	230 days	Mon 1/11/16	Fri 11/25/16	
26	Mobilization/Submittals	40 days	Mon 1/11/16	Fri 3/4/16	24
27	Construction	210 days	Mon 1/11/16	Fri 10/28/16	24
28	Final Completion	0 days	Fri 11/25/16	Fri 11/25/16	27FS+20 days
29					
30	Cease & Desist Order Completion Date	0 days	Mon 9/1/14	Mon 9/1/14	



PROVOST & PRITCHARD CONSULTING GROUP
STANDARD FEE SCHEDULE
Effective 11/1/2014
 (hourly rates)

This schedule supersedes previously published fee schedules as of the effective date
 Multi-year contracts are subject to any subsequent changes in these rates

	<u>Fee Range</u>
<u>ENGINEERING STAFF:</u>	
Assistant Engineer	\$ 85.00 - \$105.00
Associate Engineer	\$110.00 - \$125.00
Senior Engineer	\$130.00 - \$160.00
Principal Engineer	\$165.00 - \$190.00
<u>SPECIALISTS:</u>	
Associate Environmental Specialist	\$105.00 - \$135.00
Senior Environmental Specialist	\$140.00 - \$165.00
Principal Environmental Specialist	\$170.00 - \$195.00
GIS Specialist	\$100.00 - \$125.00
Associate Geologist/Hydrogeologist	\$105.00 - \$130.00
Senior Geologist/Hydrogeologist	\$135.00 - \$165.00
Water Resources Specialist	\$ 95.00 - \$125.00
<u>PLANNING STAFF</u>	
Assistant Planner/CEQA-NEPA Specialist	\$ 65.00 - \$ 90.00
Associate Planner/CEQA-NEPA Specialist	\$ 95.00 - \$120.00
Senior Planner/CEQA-NEPA Specialist	\$125.00 - \$150.00
Principal Planner/CEQA-NEPA Specialist	\$155.00 - \$180.00
<u>TECHNICAL STAFF:</u>	
Assistant Technician	\$ 60.00 - \$ 90.00
Associate Technician	\$ 95.00 - \$110.00
Senior Technician	\$115.00 - \$130.00
<u>CONSTRUCTION SERVICES:</u>	
Associate Construction Representative	\$100.00 - \$120.00
Senior Construction Manager	\$125.00 - \$140.00
Principal Construction Manager	\$145.00 - \$175.00
Construction Manager Prevailing Wage (1)	\$125.00 - \$145.00
<u>SUPPORT STAFF:</u>	
Administrative Assistant	\$ 50.00 - \$ 70.00
Project Administrator	\$ 60.00 - \$ 80.00
<u>SURVEYING SERVICES:</u>	
LSIT Surveyor	\$ 85.00 - \$105.00
Licensed Surveyor	\$110.00 - \$140.00
	<u>Prev. Wage (1)</u>
1 Man Survey Crew	\$150.00 \$170.00
2 Man Survey Crew	\$200.00 \$235.00
2 Man Survey Crew including LS	\$240.00 \$250.00
1 Man CORS Survey Crew	\$170.00
2 Man CORS Survey Crew	\$220.00

(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)

EXPERT WITNESS: As quoted.

GIS TRAINING: As quoted.

TRAVEL TIME (for greater than 1 hour from employee's base office): \$70/hr (unless the individual's rate is less)

PROJECT COSTS:

Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, & Kern Counties

EXARO Technologies Corporation
1831 Bayshore Highway* Burlingame, CA 94010
[Tel] (650) 777-4324 [Fax] (650) 777-4326
General Engineering Contractor # 860376



March 23, 2015

Ken Shuey
Provost & Pritchard Consulting Group
111 Mission Ranch Blvd, Suite 140
Chico, CA 95926

[Tel] 866-766-6200

RE: Proposal for Electronic Detection and Ground Penetrating Radar on Lake Wildwood WWTP in the City of Penn Valley, CA.

Dear Mr. Shuey,

EXARO is pleased to provide this proposal for the scope of work that follows.

Scope

Electronic Detection and GPR to designate/clear utilities per drawings in Lake Wildwood WWTP.

(*Client is advised that electronic detection and ground penetrating radar does not provide positive identification of underground utilities. Equipment has limitations and field influences; therefore, results provided are within these limitations)

Proposal Fee

Total: \$ 8,450 – Electronic Detection and GPR (3 days – 2 man crew)

Assumptions/Exclusions

1. General Conditions 1.0 & 2.0 on page 2 apply
2. Any permits and access needed shall be provided by client at no cost to EXARO.
3. No paint removal will be required
4. Electronic detection excludes Irrigation lines, transite water lines and fiber optic lines with no tracer
5. Ground penetrating radar will be done in areas that have smooth surface only

Schedule - Project is estimated to take 3 days working day. This proposal is valid for 90 days.

Payment - Terms for payment are 5 days net or Contract Terms.

*Client understands that electronic detection and ground penetrating radar equipment are subject to varying degree of error contingent on field conditions and do not provide positive identification of utilities.

Thank you for the opportunity to provide this proposal Mr. Shuey. Please call me if you have any questions. If you are in agreement and would like to proceed with this proposal please sign below.

Kindest Regards,

Jose Dominguez

Jose Dominguez
Operations Manager
EXARO Technologies Corporation
www.exarotec.com

Signature _____
Print Name _____
Title _____
Provost & Pritchard Consulting Group

Date _____

Date _____

CC: Arthur Servin



General Conditions

1.0 Client is to provide: (client refers to authorizing signature and agency and or owner it represents)

- 1.1 Preliminary Lien information including owner name and address
- 1.2 Two hard copy sets of scaled drawings (One full size and one 11x17)
- 1.3 Provide a single point of contact for project
- 1.4 Any special conditions and or work restrictions on project and or project area
- 1.5 Any required training not identified in contract/proposal will be billed at 4 hour minimum for 3 FTE minimum
- 1.6 Coordinate access to restricted areas when necessary
- 1.7 Payment 5 days net or contract terms.
- 1.8 Client understands that electronic detection equipment accuracies start from +/- 5% error or under ideal conditions and increase as influenced by field conditions and increased dept of utilities. Results are approximate alignment / dept designations based on equipment capabilities and limitations. In addition electronic detection equipment does not locate non-metallic utilities such as fiber optic, transite, PVC etc. When required to positively locate an underground utility, potholing by vacuum excavation is required.
- 1.9 Client understands that results provided are approximate based on equipment capabilities; therefore, assumes all liability related to damaged utilities resulting from these limitations.

2.0 EXARO Technologies Corporation is to provide:

- 2.1 Secure necessary permits, bonds, endorsements requested; these are pass-thru costs
- 2.2 Traffic control consisting of construction signs and delineation. Unique local agency requirements requiring additional resources subject to additional fees
- 2.3 Hourly rates are billed on a minimum of eight hours per day portal to portal
- 2.4 Stand-by time, or delays caused by others will be billed in accordance with rate schedule
- 2.5 Schedule of work is subject to change due to inclement weather
- 2.6 Highly skilled technicians as needed to provide quality work
- 2.7 Work priced during normal business days/hours as permitted due to traffic restrictions
- 2.8 Rate schedule is based on prevailing wages of Labors' International Union.
- 2.9 Pass through expenses including but not limited to permits/bonds billed at cost plus 15%



Proposal for Regulatory Permitting Services

Date: March 24, 2015

Submitted To:

Ken Shuey
Provost & Prichard Consulting Group
111 Mission Ranch Blvd., Ste. 140
Chico, CA 95926

Submitted By:

Kamie Loeser, Senior Environmental Planner
NorthStar Engineering
Chico, CA 95926
(530) 893-1600 ext. 213
kloeser@northstareng.com

PROJECT NAME: **PENN VALLEY FORCE MAIN PERMITTING (NSE #13-189)**

Provided below is the scope and cost estimate for regulatory permitting for the Penn Valley Force Main Project. It is been determined that in order to conduct horizontal directional drilling under the tributary drainage that flows into Squirrel Creek, a California Department of Fish and Wildlife (CDFW), Fish and Game Code Section 1602, Lake and Streambed Alteration Agreement (LSA Agreement) would likely be necessary.

Task 1: Section 1602, Lake and Streambed Alteration Agreement

CDFW requires an LSA Agreement when it determines that the activity, as described in a complete LSA Notification, may substantially adversely affect existing fish or wildlife resources. NorthStar Engineering (NorthStar) will prepare and submit the LSA Agreement Application for the proposed project on behalf of the Client. The following information will be provided by the Client and incorporated into the Application:

- Frac-Out Contingency Plan for Horizontal Directional Drilling (HDD).
- CEQA documentation, including a copy of the Notice of Determination (NOD) that was filed with the County Clerk and payment of CDFW Environmental Filing Fees (NorthStar will provide a copy of the CEQA+ documentation).
- Construction drawings at greater than 60% complete for improvements that result in impacts to waters within CDFW jurisdiction will be required.
- Hydrological Study, if one has been prepared for the project.
- Revegetation Plan, if vegetation removal to obtain access to location of HDD construction sites is necessary.

NorthStar will conduct and prepare the following:

- Initial site visit and photo documentation for inclusion in the LSA Agreement Application. This will also include a review of site specific biological resources within the area of impact.
- CDFW Jurisdictional Impacts Map identifying those portions of the project area that are within CDFW's jurisdiction.
- Avoidance, minimization, and mitigation measures necessary to protect existing fish and wildlife resources. This section of the Application will include measures identified as part of the IS/MND as well as standard best management practices (BMPs) applied by CDFW.
- If requested, a second site visit will be conducted with CDFW staff.

It should be noted that a separate biological study has not been completed for the proposed project (all previous biological evaluations were incorporated directly into the IS/MND); it is anticipated that the information presented in the IS/MND will be adequate for CDFW's needs. However, CDFW may request the preparation of a separate biological study, in which case NorthStar will provide a separate scope and cost estimate for the additional task.

NorthStar will serve as the Applicant's Authorized Representative through the application process. This scope and cost estimate does not include the CDFW LSA Application fee.

Deliverables:

- One (1) hardcopy and one (1) CD copy for submittal to CDFW.
- Two (2) hardcopies and two (2) CD copies for Client and County files.

OTHER WORK AND REQUIREMENTS:

No tasks outside the agreed scope of work will be performed without additional payment. Outside tasks include, but are not limited to: additional report modifications after final submission, production of additional reports, additional analysis related to changes in the project description.

During the course of this work NorthStar may need to correspond with various agencies that have regulatory obligations for this project. While NorthStar will not represent the Client in any manner nor any of the contractors, NorthStar may need to discuss all known details of the project with various regulatory agencies as needed to achieve our objective. The Client will be notified of all such discussions with regulatory agencies.

ASSUMPTIONS AND TERMS:

- 1) Additional work due to changes in the project boundary or design will be charged on an hourly basis according to the fee schedule applicable at the time services are rendered.
- 2) NorthStar will be supplied with any new information that is presented that may affect the project or require additional consultation with the regulatory agencies.

- 3) NorthStar will prepare copies of the reports/applications as stated above. Costs associated with the production of additional large scale maps and reports will be charged on an hourly basis according to the attached fee schedule.
- 4) NorthStar recognizes the inherent risks connected with construction, field surveying, exploration, etc. In performing professional services, NorthStar will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in the same or similar locality.
- 5) Any changes to this scope must be made in writing and agreed to by the Client and NorthStar.

STAFF:

For this project, Ms. Kamie Loeser, Environmental Department Manager will serve as the primary point of contact and project manager. Ms. Loeser will be supported by Biologist/GIS Analyst Carol Wallen.

CONDITIONS:

This proposal and cost estimate are valid for 30 days from the date provided below. This Scope of Work will be included as part of the contract document and/or purchase order.

NORTHSTAR ENGINEERING



Kamie Loeser
Environmental Department Manager

Date: 3-24-15



COST ESTIMATE:

Task No.	Task	Description	Project Manager		Associate Biologist		GIS Analyst		Total
			hrs	\$130	hrs	\$90	hrs	\$80	
1	CDFW Lake and Streambed Alteration Agreement (LSA Agreement)	Site Visit/Photo Documentation/Biological Resource Review	6	\$780	6	\$540	2	\$160	\$1,480
		Permit Preparation/Impacts Map	4	\$520	24	\$2,160	8	\$640	\$3,320
		Agency Site Visit (if requested by CDFW)		\$0	6	\$540		\$0	\$540
		Project Management/Agency Coordination	6	\$780	4	\$360		\$0	\$1,140
Task Subtotal								\$6,480	
Reimbursable Expenses (mileage, copies, postage, etc.)								\$45	
Estimated Total for Required Tasks								\$6,525	

NorthStar

ENGINEERING

Civil · Surveying · Architecture & Design
Water Resources · Environmental · GIS

**TOPOGRAPHIC SURVEY SCOPE OF SERVICES
PENN VALLEY SANITARY SEWER FORCE MAIN
LAKE WILDWOOD WASTEWATER TREATMENT PLANT**

TASK VII: TOPOGRAPHIC SURVEY

NorthStar Engineering will perform a topographic survey and compile the topographic base map to be used for the final design of the sanitary sewer force main within the Wastewater Treatment Plant. The limits of the survey will be as indicated on the attached exhibit.

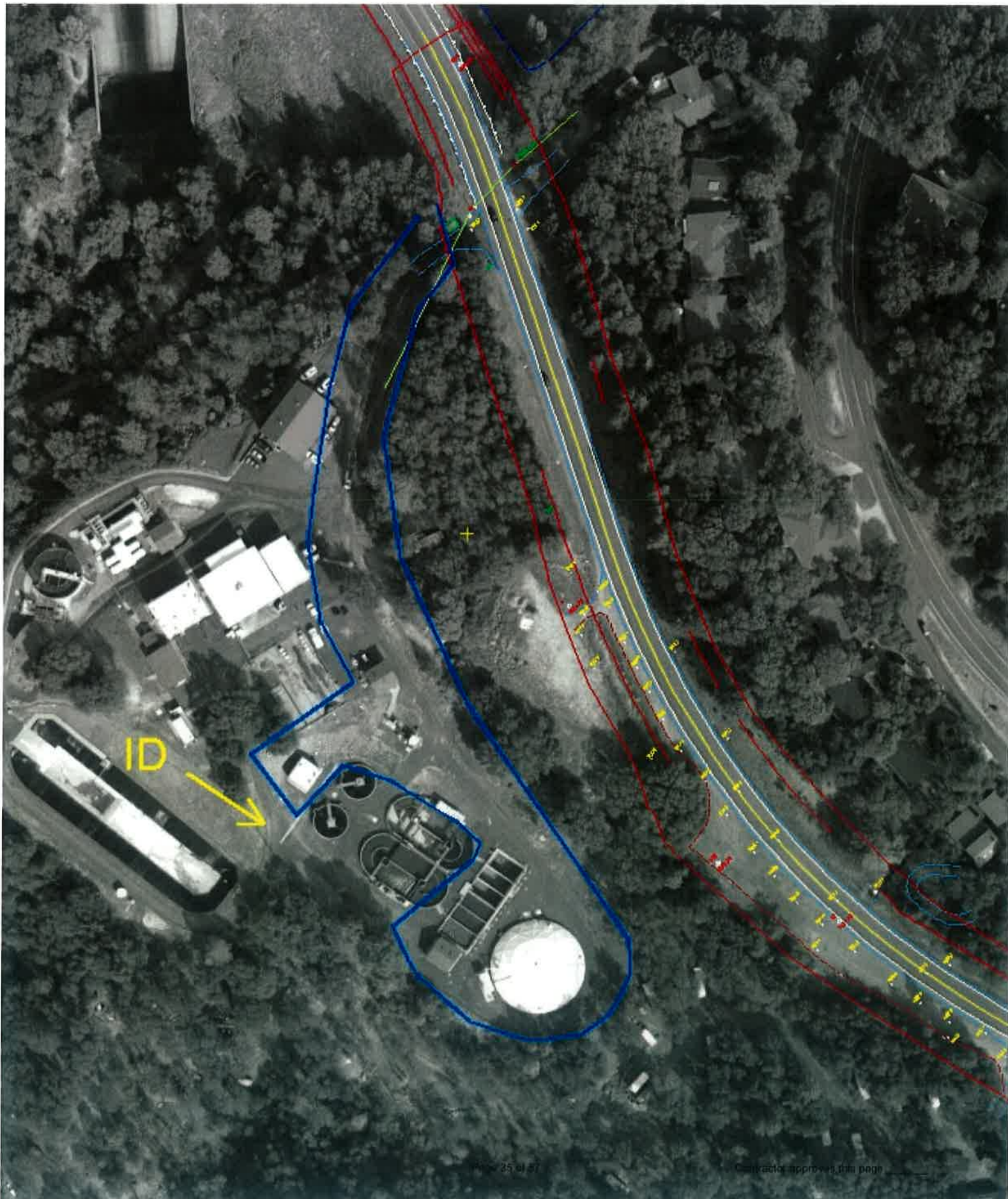
The survey will be performed on the existing horizontal and vertical control established for the force main topographic survey. The compiled topographic map will be spliced into the existing topographic base map.

The survey shall locate structures, pavement, surface utility features, utility markings set by others, trees larger than 6" diameter measured at breast height, fences, and other improvements and/or topographic features within the defined limits.

TASK VIII: CONTINGENCY AND SUPPLEMENTAL SURVEYING AS NEEDED

This task is established for supplemental surveying that may be deemed necessary by the project engineer during the final design process.





noft

TOPOGRAPHIC SURVEYING
 FOR: HydroScience
 PROJECT: Peim Valley - Lake Wildwood WWTP Force Main
 DATE: 3-23-15

TASK IV	SENIOR SURVEYOR HOURS RATE	SENIOR SURVEYOR COST	ASSOCIATE SURVEYOR HOURS RATE	ASSOCIATE SURVEYOR COST	TWO-MAN SURVEY CREW HOURS RATE	TWO-MAN SURVEY CREW COST	ONE-MAN SURVEY CREW HOURS RATE	ONE-MAN SURVEY CREW COST	ASSISTANT SURVEYOR HOURS RATE	ASSISTANT SURVEYOR COST	SENIOR TECHNICIAN HOURS RATE	SENIOR TECHNICIAN COST	SUBTOTAL	TOTAL
TASK VII: WWTP - SITE TOPO														
PROJ. SET-UP / MGMT.	2 \$ 140.00	\$ 280.00											\$ 280.00	
UTILITY COORDINATION														
CONTROL SURVEY														
TOPOGRAPHIC SURVEY	16 \$ 140.00	\$ 2,240.00											\$ 2,240.00	
DRIVE TIME														
TOPOGRAPHIC MAPPING	2 \$ 140.00	\$ 280.00											\$ 280.00	
SUBMITTALS / COORDINATION	4 \$ 140.00	\$ 560.00											\$ 560.00	
SUBTOTAL		\$ 1,120.00				\$ 4,560.00				\$ 110.00		\$ 2,160.00	\$ 7,840.00	\$ 7,840.00

TASK VIII: CONTINGENCY TOPO FOR ISSUES DISCLOSED DURING FINAL DESIGN	SENIOR SURVEYOR HOURS RATE	SENIOR SURVEYOR COST	ASSOCIATE SURVEYOR HOURS RATE	ASSOCIATE SURVEYOR COST	TWO-MAN SURVEY CREW HOURS RATE	TWO-MAN SURVEY CREW COST	ONE-MAN SURVEY CREW HOURS RATE	ONE-MAN SURVEY CREW COST	ASSISTANT SURVEYOR HOURS RATE	ASSISTANT SURVEYOR COST	SENIOR TECHNICIAN HOURS RATE	SENIOR TECHNICIAN COST	SUBTOTAL	TOTAL
TASK VIII: CONTINGENCY TOPO FOR ISSUES DISCLOSED DURING FINAL DESIGN														
PROJ. SET-UP / MGMT.	2 \$ 104.00	\$ 208.00											\$ 208.00	
UTILITY COORDINATION														
HORZ. AND VERT. CTL														
TOPOGRAPHIC SURVEY	2 \$ 140.00	\$ 280.00											\$ 280.00	
TOPOGRAPHIC MAPPING	2 \$ 140.00	\$ 280.00											\$ 280.00	
SUBMITTALS														
SUBTOTAL		\$ 560.00				\$ 3,040.00				\$ 110.00		\$ 1,440.00	\$ 5,040.00	\$ 5,040.00

Contractor approves this page *WPT*

Proposal No. PN15060

March 16, 2015

Revised April 7, 2015

HydroScience Engineers, Inc.
2300 Clayton Road, Suite 200
Concord, California 94520

Attention: Cindy Preuss

Reference: *Penn Valley Pipeline Design Project*
Nevada County, California

Subject: *Proposal to Provide Design Level Geotechnical Investigation*

Dear Cindy,

This letter presents our proposal to provide a design level geotechnical investigation for the proposed Penn Valley Pipeline project. This investigation would follow our initial review of the proposed alignment, as described in our March 13, 2015 letter entitled *Preliminary Geotechnical Investigation*.

The purpose of the proposed geotechnical investigation would be to provide information regarding shallow soil and groundwater conditions at the project site, as revealed in the advancement of exploratory borings in the vicinity of crossings at State Route 20, the pedestrian bridge location, and selected shallow culvert crossings. The investigation will also include the excavation of up to ten shallow exploratory trenches along the proposed pipeline alignment to provide additional information regarding expected shallow subsurface conditions. In addition, the geotechnical investigation scope includes laboratory testing and analysis to provide geotechnical design criteria for the proposed project.

SCOPE OF SERVICES

Prior to our field investigation, a representative of H&K will visit the site to locate the proposed investigation locations for Underground Service Alert. If requested, we can retain a private utility locating service to supplement the USA clearance at the proposed boring and trench locations to reduce the risk of encountering unmarked utilities on the site. We anticipate that the cost for supplemental utility locating services for the site would be an additional \$1,600 to \$2,000.

Exploratory Borings

As currently proposed, our scope assumes the advancement of six exploratory borings at the site, focusing on areas where horizontal directional drilling or bore-and-jack, trenchless technologies will likely be employed. Specifically, we plan on 2 borings in the vicinity of the Highway 20 crossing, 2 borings at the location of the pedestrian bridge creek crossing, and up to 2 borings at selected shallow culvert crossings. The borings will generally be located in shoulder areas or outside of the state right-of-way to improve accessibility. The borings will be advanced to depths of approximately 35 feet using a truck mounted drill rig. If refusal is encountered on resistant rock at shallower depths, we will advance coring equipment with the intent of extending the boring up to 10 feet into the underlying, resistant rock within the upper 30 feet. The coring will be performed to allow evaluation of the properties of the underlying rock, including determination of rock quality (RQD) and possible compressive strength testing of collected samples.

An engineer or geologist from our firm will log soil conditions observed and collect relatively undisturbed and bulk soil samples from the exploratory borings. Collection of soil samples and the sample intervals will depend upon the soil conditions encountered. Typically, the soil samples would be collected from depths of 2.5 feet, 5 feet, 7.5 feet, and 10 feet. Samples would be collected at 5-foot intervals thereafter. The soil samples will be labeled, sealed, and transported to our laboratory where selected samples will be tested to determine their engineering material properties.

Following drilling and sample collection, the borings will be backfilled with grout to within approximately 2 feet of the ground surface and capped with either soil cuttings (in vegetated areas) or asphalt patch.

Exploratory Trenches

In addition to the exploratory borings described, our field investigation will include the excavation of 8 to 10 shallow exploratory trenches at selected locations along the pipeline alignment. The exploratory trenches will be located to allow confirmation and calibration of the subsurface conditions indicated by the geophysical testing performed as a part of the initial, preliminary investigation.

The exploratory trenches will generally be located in the shoulder areas, outside of the existing pavement. We anticipate that the trenches would be excavated to

maximum depths of approximately 5 feet, or to refusal on shallow, resistant rock if encountered. The subsurface conditions revealed in the trenches will be observed by an engineer or geologist from our firm, and bulk, composite soil samples will be collected for classification purposes.

Laboratory Testing

H&K will perform laboratory tests on selected soil samples to determine their engineering material properties. Laboratory tests will be performed using American Society for Testing and Materials (ASTM) or Caltrans methods as guidelines. The testing will likely include:

- D422, Particle Size Determination
- D2216, Moisture Content
- D2166, Unconfined Compression Shear Strength
- D2937, Density
- D3080, Direct Shear Strength
- D4318, Atterberg Limits
- Corrosion Evaluation (minimum electrical resistivity, pH, sulfate and chloride)

The actual tests performed may vary, depending on the subsurface conditions encountered. For example, if fine-grained soil is encountered during our field investigation, we may perform expansion index testing in an effort to evaluate expansion potential.

Data Analysis and Engineering Review

Following the completion of laboratory testing, we will review our field observations and analyze our laboratory test results to provide geotechnical engineering recommendations for the project. The geotechnical engineering recommendations will address trench excavation, shoring design parameters, conclusions regarding dewatering, and a discussion of the feasibility of the use of trenchless construction methods with regard the subsurface conditions revealed. The report will also include recommendations for trench backfill and recommendations to support trenchless construction techniques, if appropriate.

Report Preparation

We will prepare a geotechnical engineering report that will present our findings, conclusions, and recommendations. The report will incorporate the findings from

our preliminary investigation, and include descriptions of site conditions, a summary of the field investigation, laboratory test results, and conclusions regarding the project. The report will also include a site plan showing the approximate locations of the exploratory borings and trench locations. The report appendices will present the exploratory boring and trench logs and laboratory test data.

FEE

Our fee to perform the design level geotechnical investigation of the pipeline alignment as described above would be \$24,900. Additional borings could be provided for a daily fee of \$4,100. Depending on rock conditions, one to two borings to depths of 35 feet would likely be completed per day.

Billing would be monthly on a percent complete basis. Billing for subcontract services, such as utility locating, if requested, would include a 5 percent markup and would be invoiced separately.

If this proposal is acceptable, please sign and return one copy of the enclosed terms and conditions to our office as our authorization to proceed.

SCHEDULE

We can begin our services within two weeks of receiving authorization to proceed, weather permitting. We anticipate that the geotechnical report would be completed within five weeks of receiving authorization to proceed.

We appreciate the opportunity to provide you with this proposal. If you have any questions, please feel free to contact our office.

Sincerely,

HOLDREGE & KULL



Robert Fingerson
Principal Engineer

Attached: Terms and Conditions

F:\1 Projects\4372 Penn Valley Pipeline\PN15060 Design Level Proposal\PN15060 Revised Geotechnical Investigation Proposal II.docx

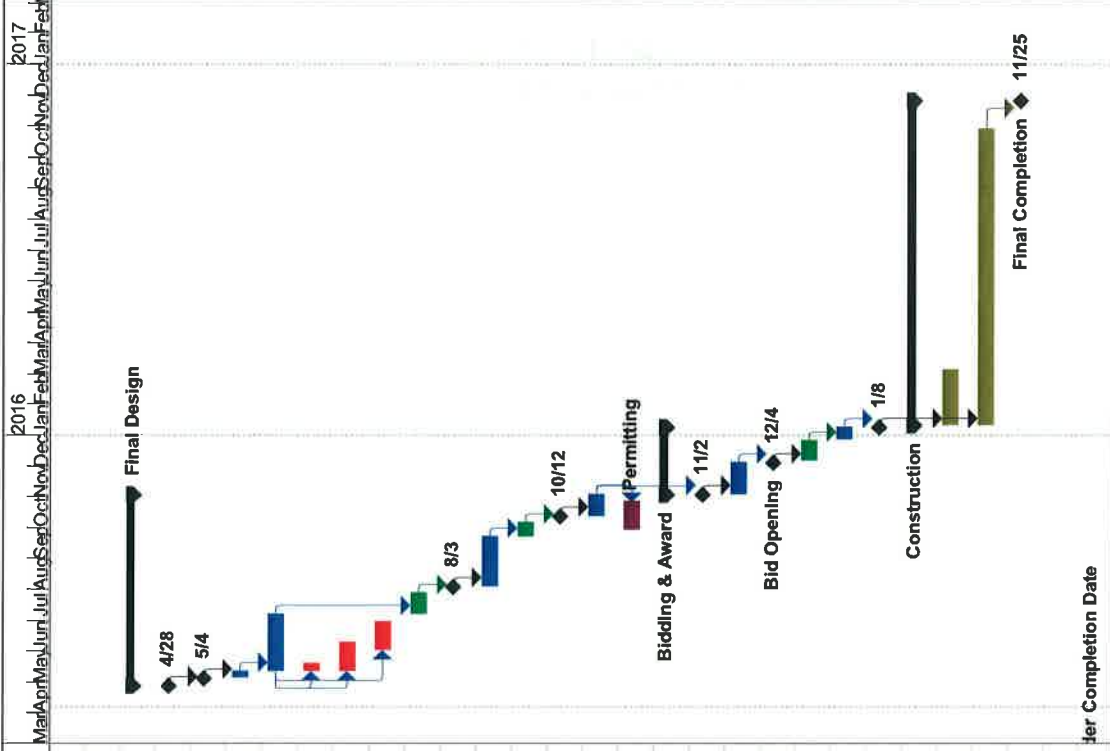
Penn Valley Dual Sewer Force Main Project
Engineering Design Services Proposal
DRAWING SHEET LIST

1	G 1	Title Page, Vicinity Map, Location Map
2	G 2	Drawing List
3	G 3	Standard Notes, Abbreviations, and Legend
4	G 4	Drawing Key Map
5	C 1	Force Main Plan & Profile
6	C 2	Force Main Plan & Profile
7	C 3	Force Main Plan & Profile
8	C 4	Force Main Plan & Profile
9	C 5	Force Main Plan & Profile
10	C 6	Force Main Plan & Profile
11	C 7	Force Main Plan & Profile
12	C 8	Force Main Plan & Profile
13	C 9	Force Main Plan & Profile
14	C 10	Force Main Plan & Profile
15	C 11	Force Main Plan & Profile
16	C 12	Force Main Plan & Profile
17	C 13	Force Main Plan & Profile
18	C 14	Force Main Plan & Profile
19	C 15	Force Main Plan & Profile
20	C 16	Force Main Plan & Profile
21	C 17	Force Main Plan & Profile
22	C 18	Force Main Plan & Profile
23	C 19	Force Main Plan & Profile
24	C 20	Force Main Plan & Profile
25	C 21	Force Main Plan & Profile
26	C 22	Force Main Plan & Profile
27	C 23	Force Main Plan & Profile
28	C 24	Force Main Plan & Profile
29	C 25	Force Main Plan & Profile
30	C 26	HDD/Jack and Bore Supplemental Plans and Layout Requirements
31	C 27	HDD/Jack and Bore Supplemental Plans and Layout Requirements
32	C 28	HDD/Jack and Bore Supplemental Plans and Layout Requirements
33	C 29	Force Main Details-Include Valley Oak Court Connection
34	C 30	Force Main Details
35	C 31	Force Main Details - Bridge Crossing
36	C 32	Lift Station Site Plan
37	C 33	Lift Station Grading Plan
38	C 34	LWW WWTP Site Plan
39	C 35	Grit Removal Site Plan
40	C 36	Lake Wildwood Replacement Influent Sewer Plan & Profile
41	C 37	Lake Wildwood Replacement Influent Sewer Plan & Profile
42	C 38	Sewer Details
43	P 1	Lift Station Site Plan & Connection to Existing System
44	P 2	Lift Station Plan
45	P 3	Lift Station Sections
46	P 4	Lift Station Odor Control
47	P 5	Lift Station Details
48	P 6	Lift Station Details
49	P 7	Energy Dissipater
50	P 8	Headworks Odor Control Plan
51	P 9	Headworks Odor Control Sections & Details
52	P 10	Grit Removal Plan
53	P 11	Grit Removal Sections
54	P 12	Grit Removal Details
55	A 1	General Notes & Code Compliance
56	A 2	Lift Station Building Plan
57	A 3	Lift Station Building Elevations
58	A 4	Details
59	A 5	Details
60	S 1	General Notes
61	S 2	Lift Station Building
62	S 3	Lift Station Building
63	S 4	Lift Station Wet Well
64	S 5	Lift Station Wet Well
65	S 6	Grit Removal
66	S 7	Grit Removal
67	S 8	Details
68	S 9	Details
69	S 10	Details
70	E 1	Electrical Abbreviations and Legend
71	E 2	Pump Station Single Line Diagram, Load Analysis, and Elevation
72	E 3	Building Panel Schedules
73	E 4	Pump Wiring Diagram 1- Pump Station
74	E 5	Pump Wiring Diagram 2- Pump Station
75	E 6	Conduil and Wire Schedule
76	E 7	Electrical Details 1
77	E 8	Electrical Details 2
78	E 9	Electrical Site Layout Plan
79	E 10	Electrical Building Detailed Plans
80	E 11	Title 24 Compliance Forms and Calculations
81	E 12	Process and Instrumentation Drawing 1 - Pump Station
82	E 13	Process and Instrumentation Drawing 2- Pump Station
83	E 14	Process and Instrumentation Drawing 3 - Pump Station
84	E 15	Process and Instrumentation Drawing 4- Pump Station
85	E 16	Control Wiring Diagram 1- Pump Station
86	E 17	Control Wiring Diagram 2- Pump Station
87	E 18	Control Wiring Diagram 3- Pump Station
88	E 19	Instrumentation Details 1
89	E 20	Control Block Diagram Pump Station
90	E 21	LWW WWTP Improvements
91	E 22	WWTP Partial Single Line Diagram, Load Analysis, and Elevation
92	E 23	Building Panel Schedule
93	E 24	Pump Wiring Diagram 3
94	E 25	Conduil and Wire Schedule
95	E 26	Electrical Details 3
96	E 27	Electrical Site Layout Plan
97	E 28	Process and Instrumentation Drawing 4
98	E 29	Process and Instrumentation Drawing 5
99	E 30	Control Wiring Diagram 4
100	E 31	Instrumentation Details 2
101	E 32	Partial Control Block Diagram -WWTP

Nevada County Sanitation District No. 1 Penn Valley Lift Station and Force Main Final Design Schedule

Tue 4/7/15

ID	Task Name	Duration	Start	Finish	Predecessors
1					
2					
3	Final Design	135 days	Tue 4/28/15	Mon 11/2/15	
4	Contract Negotiations & Board Approval	0 days	Tue 4/28/15	Tue 4/28/15	
5	Kickoff Meeting	0 days	Mon 5/4/15	Mon 5/4/15	4FS+5 days
6	Pre-Design Coordination	5 days	Tue 5/5/15	Mon 5/11/15	5
7	50% Design & Specifications	40 days	Tue 5/12/15	Mon 7/6/15	6
8	Topo Survey	5 days	Tue 5/12/15	Mon 5/18/15	7SS
9	Geotechnical Investigation	20 days	Tue 5/12/15	Mon 6/8/15	7SS
10	Environmental Permitting	20 days	Tue 6/2/15	Mon 6/29/15	7SS+15 days
11	County Review	15 days	Tue 7/7/15	Mon 7/27/15	7
12	50% Review Meeting	0 days	Mon 8/3/15	Mon 8/3/15	1FS+5 days
13	90% Design & Specifications	35 days	Tue 8/4/15	Mon 9/21/15	12
14	County Review	10 days	Tue 9/22/15	Mon 10/5/15	13
15	90% Review Meeting	0 days	Mon 10/12/15	Mon 10/12/15	14FS+5 days
16	Bid Ready Set & Building Permit Submittal	15 days	Tue 10/13/15	Mon 11/2/15	15
17	Permitting	20 days	Tue 9/29/15	Mon 10/26/15	16FF-5 days
18	Bidding & Award	49 days	Mon 11/2/15	Fri 1/8/16	
19	Board Action to Approve Bid Documents	0 days	Mon 11/2/15	Mon 11/2/15	16
20	Advertise & Bid Period	24 days	Tue 11/3/15	Fri 12/4/15	19
21	Bid Opening	0 days	Fri 12/4/15	Fri 12/4/15	20
22	Board Action to Award Contract	15 days	Mon 12/7/15	Fri 12/25/15	21
23	Contractor Submit Bonds, Insurance, Etc.	10 days	Mon 12/28/15	Fri 1/8/16	22
24	Notice to Proceed	0 days	Fri 1/8/16	Fri 1/8/16	23
25	Construction	230 days	Mon 1/11/16	Fri 11/25/16	
26	Mobilization/Submittals	40 days	Mon 1/11/16	Fri 3/4/16	24
27	Construction	210 days	Mon 1/11/16	Fri 10/28/16	24
28	Final Completion	0 days	Fri 11/25/16	Fri 11/25/16	27FS+20 days
29					
30	Cease & Desist Order Completion Date	0 days	Mon 9/1/14	Mon 9/1/14	



Contractor approves this page

EXHIBIT "B"
SCHEDULE AND FEES

A handwritten signature in blue ink, appearing to be 'Woff', is written over a horizontal line.

EXHIBIT B
SCHEDULE AND FEES

2015

HYDROSCIENCE ENGINEERS, INC.

Standard Schedule of Billing Rates

Effective January 1, 2015 through December 31, 2015

Labor Classification	Hourly Rate
Principal	\$200
Engineer VIII	\$190
Engineer VII	\$175
Engineer VI	\$165
Engineer V	\$155
Engineer IV	\$145
Engineer III	\$135
Engineer II	\$120
Engineer I	\$105
Engineering Aide	\$65
Construction Professional VI	\$150
Construction Professional V	\$140
Construction Professional IV	\$130
Construction Professional III	\$120
Construction Professional II	\$110
Construction Professional I	\$95
CAD Designer II	\$90
CAD Designer I	\$80
Administrative II	\$65
Administrative	\$50

Hourly billing rates include postage and telephone charges that are normal to the work authorized. Other direct costs for travel, reproduction, mail service, outside services, etc. will be invoiced at 110 percent of the actual cost.



EXHIBIT "C"
(Schedule of Changes)

(Amendments and Additions to Contract for Penn Valley Pipeline Project)

17. NONDISCRIMINTORY EMPLOYMENT: Paragraph 17 is amended to add the following:

- (a) During the performance of this Agreement, Contractor and its subcontractors (if any) 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, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- (b) Contractor and its subcontractors (if any) shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) Contractor and its subcontractors (if any) shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder (Gov. Code section 12990, subds. (a)-(f) et seq.; Cal Code Regs., tit. 2, section 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) Contractor and its subcontractors (if any) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) Contractor and its subcontractors (if any) shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

20. TERMINATION: Paragraph 20 of the contract is hereby amended to read:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **ten (10) calendar days written notice** to Consultant, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County, the State of California, or the federal government, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract. The amount of the fixed fee will be based on the percentage of work completed to date of termination.



21. BOOKS OF RECORD AND AUDIT PROVISION: Paragraph 21 of the contract is hereby amended to read:

Consultant shall maintain project records, including any field inspector's reports and other reports/files to be provided in connection with this Agreement, in a format consistent with procedures established by and acceptable to County, State and FHWA, and provide same to the County within thirty (30) days after the completion of the contract and prior to final payment.

For consultants over \$150,000:

CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, and ICR Audit, or a certified public accountant (CPA) ICR Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, 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 Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government adjusted by CONSULTANT and approved by NEVADA COUNTY 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 NEVADA COUNTY 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 workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

28. CONTRACT COST PRINCIPLES: The allowable elements of cost are controlled by the Federal Acquisition Regulation, Title 48 CFR, Chapter 1, Subpart 31, and Title 49 CFR Part 18, Uniform Administrative Procedures. This also applies to all subcontractors in excess of \$25,000.

29. COVENANT AGAINST CONTINGENT FEES: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the local agency shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee commission, percentage, brokerage fee, gift or contingent fee.

30. CHANGES IN WORK: The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed in **Exhibit "A"** and Consultant agrees to perform said services upon the written request of County, provided that said services do not exceed the maximum contract amount. These additional services could include, but are not limited to, any of the following:

- A. Work requested by the County in connection with any other matter or any item of work not specified herein;
- B. Work resulting from substantial changes ordered by the County in the nature or extent of the project, and
- C. Serving as an expert witness for the County in any litigation or other proceedings involving the project.

31. REMEDIES: Should Consultant fail to satisfactorily complete all of its work by the final deadline established herein, Consultant shall be deemed to be in breach of this Agreement. In such event the Consultant shall be liable to the County for all of the consequential damages incurred by County due to any such breach as allowed by law. In the event of a failure to complete all work hereunder by the final deadline, Consultant may only provide such evidence to refute the presumption of



breach as has previously been fairly disclosed and established in the written reports made to County, promptly upon the occurrence of any event of delay for which Consultant contends it is not responsible. The parties agree that Consultant shall have an absolute duty to take all steps necessary to insure that all of its work is satisfactorily completed by the final deadline and to work around any problems created by external forces or persons, and that notwithstanding the actions or inactions by any such external persons, parties or other forces, Consultant's proper completion of the work by the final deadline shall not be excused if Consultant otherwise had within its means or power the ability to complete the work so as to allow County to pursue the subject project.

32. DISPUTES:

- A. Any dispute other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the LOCAL AGENCY'S contract manager and the Director of the Nevada County Department of Public Works, who may consider written or verbal information submitted by the Consultant.
- B. Not later than 30 days after completion of all work under the contract, the Consultant may request review by the Local Agency Review Committee (Public Works Director and Purchasing Agent) of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of the contract.

33. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES: Consultant acknowledges awareness of the provisions of the Code, in particular Labor Code Sections 1770 to 1780, inclusive, and Title 8 of the California Administrative Code Sections 200 et seq; and shall comply with such provisions before commencing services required by this Contract to be performed by employees subject to these provisions. A Copy of the relevant prevailing wage is available from the California Department of Industrial Relations' Internet website at <http://www.access.gpo.gov/davisbacon/ca.html>.

34. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONSIDERATIONS: Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has a DBE goal, the consultant must meet the DBE goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. LAMP Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are to be included in the consultant contract.

The Contract DBE Goal is _____.

35. EQUIPMENT PURCHASE:

- A. Prior authorization in writing, by NEVADA COUNTY'S Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONNSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of insuring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT'S Cost Proposal and exceeding \$5,000 prior authorization by NEVADA COUNTY'S Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

36. INSPECTION OF WORK: CONSULTANT and any subconsultant shall permit NEVADA COUNTY, 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.



37. SAFETY:

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by NEVADA COUNTY Safety Officer and other NEVADA COUNTY representatives. ~~CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.~~
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, NEVADA COUNTY 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 necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAS-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.

38. CONFIDENTIALITY OF DATA:

- A. All financial, statistical, personal, technical, or other data and information relative to NEVADA COUNTY's operations, which are designated confidential by NEVADA COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by NEVADA COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or NEVADA COUNTY's actions on the same, except to NEVADA COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by NEVADA COUNTY, and receipt of NEVADA COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

39. 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.

40. EVALUATION OF CONSULTANT: CONSULTANT's performance will be evaluated by NEVADA COUNTY. 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.



41. STATEMENT OF COMPLIANCE:

- A. 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 1299 and Title 2, California Administrative Code, Section 12990.
- B. 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.). 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.

42. DEBARMENT AND SUSPENSION CERTIFICATION:

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complies 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 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 NEVADA COUNTY.
- B. 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.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

43. CONFLICT OF INTEREST:

- A. CONSULTANT shall disclose any financial, business, or other relationship with NEVADA COUNTY that may have an impact upon the outcome of this contract, or any ensuing NEVADA COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing NEVADA COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT here certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.



- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

44. 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 NEVADA COUNTY employee. For breach or violation of this warranty, NEVADA COUNTY 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.

45. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS:

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. 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; an 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.
 2. 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 any 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.
- B. 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, US. 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.
- C. 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.

46. CONSULTANT's Endorsement on PS&E/Other Data: The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

47. ACKNOWLEDGEMENT OF SOURCE OF FUNDS. Contractor acknowledges that the source of funding for the Project Small Community Grant Residual Bonds through an agreement between Nevada County Sanitation District No. 1 and the California State Water Resources Board (Project No. C-06-7638-110) [Agreement No. 13-829-550].

Approved:


County Counsel



Exhibit 10-P Nonlobbying Certification for Federal-Aid Contracts

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance 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.

The prospective participant also agrees by submitting his or her bid or proposal 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 subrecipients shall certify and disclose accordingly.



EXHIBIT 12-E

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and 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 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility for any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Principal, and duly authorized representative of the firm of HydroScience Engineers, Inc., whose address is 10569 Old Placerville Rd, Sacramento, CA 95837 and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

4/27/2015
(Date)


(Signature)



Exhibit 10-G Certification of Local Agency

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Representative of the Nevada County Department of Public Works (local agency), and that the consulting firm of _____, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)



SAMPLE COST PROPOSAL

Contract No. _____

Date _____

Consultant _____

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager	_____	_____	_____	@ _____	\$ _____
Highway Engineer	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
Bridge Engineer	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
Technician	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
Project Manager	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____

Subtotal Direct Labor Costs \$ _____
 Anticipated Salary Increases \$ _____
 Total Direct Labor Costs \$ _____

Fringe Benefits	Rate	Total
	_____ %	\$ _____
	Total Fringe Benefits	\$ _____

Indirect Costs		
Overhead	_____ %	\$ _____
General and Administrative	_____ %	\$ _____
	Total Indirect Costs	\$ _____

FEE (Profit) \$ _____

OTHER COSTS

Travel Costs	\$ _____
Equipment and Supplies (Itemize)	\$ _____
Other Direct Costs (Itemize)	\$ _____
	Total Other Costs
	\$ _____

Subcontractor Costs (attach detailed cost estimate for each subcontractor) \$ _____

TOTAL COST **\$ _____**



