

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

HDR Engineering, 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) **Design Services for the McCourtney Road Transfer Station**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$49,930
- (§3) **Contract Beginning Date:** 1/26/2016 **Contract Termination Date:** 12/31/2016
- (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u>X</u>	<u> </u>
(§7) Automobile Liability	(\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8) Worker's Compensation		<u>X</u>	<u> </u>
(§9) Errors and Omissions	(\$1,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) Not applicable

NOTICE & IDENTIFICATION

(§26) Contractor: HDR Engineering, Inc. 500 108 th Avenue NE, Suite 1200 Bellevue, WA 98004 Contact Person: Karen Doherty (425) 450-6277 e-mail: Karen.Doherty@hdrinc.com	County of Nevada: 950 Maidu Avenue Nevada City, CA 95959 Contact Person: Joshua Pack (530) 265-7059 e-mail: Joshua.pack@co.nevada.ca.us Org Code: 4117-91001-705-1000/540300
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Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> x </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Individ.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required:	<u> </u> Yes	<u> x </u> No
HIPAA: Schedule of Required Provisions (Exhibit D):	<u> </u> Yes	<u> x </u> No

ATTACHMENTS

Designate all required attachments:

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

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 contract 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:

COUNTY OF NEVADA:

Name:

Honorable _____

Title:

Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____

Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

MCCOURTNEY ROAD TRANSFER STATION RENNOVATION

SCOPE OF SERVICES

TASK 1. PROJECT MANAGEMENT

1.1 Kick-off team meeting

Consultant will initiate the work by participating in a kick-off meeting that will be attended by up to two members of the Consultant team. The meeting will include a discussion of the current concerns and conditions of the site with County staff and facility Operator, during which time Consultant will request to receive updated data about the site. During the meeting the County or Operator will provide updated information such as the current traffic arrival counts from the scale booth, the types and quantities of waste materials transferred to disposal, the quantities of materials recycled, the quantities of materials dropped off at the household hazardous waste (HHW) facility, and other related and relevant information. Additional information to be provided if available includes the current time required at the scale house for arriving vehicles as well as the time for material unloading at tipping floor.

In addition to the facility operation information listed above, Consultant will also request copies of geotechnical reports of the subsurface soil conditions at the site, and County population or traffic-based growth projections of the region.

During the kick off meeting, Consultant will seek to clarify the County/Operator concerns about critical components of the site functionality, such as site circulation, queuing, and unloading issues, as these are critical to the safety and efficiency of the site.

As the project proceeds, Consultant will provide monthly progress reports with the monthly invoicing that provides a summary of the progress achieved in the month, work anticipated to be perform the following month and any anticipated challenges regarding the overall project schedule or budget.

Deliverables:

- Minutes of the Kick off meeting
- Preparation of monthly progress reports

Meetings:

- Kick off meeting at the County office and/or the MRTS site.

TASK 2. DEVELOP DESIGN PARAMETERS

2.1 Preparation of Design Parameters:

Consultant will update the future projections of design parameters based on future population growth projections in Nevada County. Consultant will update the traffic and tonnage estimates for the 25-year planning horizon.

Consultant will submit the Draft Basis of Design (BOD) and supportive calculations in a Technical Memorandum to the County for review. Consultant will arrange and conduct a telephone conference call to discuss the draft BOD, after which Consultant will incorporate comments/changes into the document and submit a Final BOD for the County's records.

Deliverables:

- Draft Basis of Design Memorandum
- Final Basis of Design Memorandum

Meetings:

- Telephone meeting to discuss Draft BOD

TASK 3. PRELIMINARY PLANNING OF MSW TRANSFER AND BULK MATERIALS COMPONENTS AND OVERALL SITE CIRCULATION

3.1 Potential MSW Transfer Component Site Development Concepts

Drawing from the design parameters identified in Task 2, Consultant will prepare conceptual sketches of possible MSW Transfer Component solutions consisting of a four to six potential scenarios illustrating a variety of ways the site could be improved to enhance the MSW transfer function of the facility. Consultant will incorporate limitations of the site as provided by geotechnical investigations performed by others and provided by the County at the kick-off meeting in Task 1 above. Consultant will include elements such as: site and floor space, traffic patterns, and operating approaches. The conceptual site plans will also include consideration of community concerns such as traffic congestion entering the facility. Consultant will consider the possibility of enclosing the facility operations as much as possible, in order to minimize disturbance to neighbors.

3.2 Potential Bulk Recycling Component Concepts

Drawing from the design parameters identified in Task 2, Consultant will prepare four to six conceptual sketches of possible Bulk Recycling Component solutions. These will show a series of potential scenarios illustrating various ways a new bulk recycling building or renovation of the existing PRA could add bulk recycling activities to the site. One of the critical issues at the PRA is the constrained area and associated maneuvering areas that can become congested. Adding a bulk recycling function to the PRA will necessitate a substantial increase in the size of the PRA. While such an increase will be expensive, there are some significant benefits to this improvement, including better management of the public's activities, having the facility under a roof and potentially enclosed and minimizing noise. As an extension of the PRA, Consultant will identify the necessary area needed to include the green waste grinding function. Consultant will

also explore ways of including a separate grinding area given the long-term growth projections, and explore opportunities to expand diversion of green waste and possibly other organics.

As part of this Task, Consultant will identify remedies to the MSW unloading and possibly adding a bulk recycling component to the PRA as well as exploring scenarios that consider MSW unloading at the PRA and bulk recycling elsewhere.

Consultant will prepare a technical memorandum addressing the pros and cons of on-site grinding of woody materials compared to off-hauling these materials to be processed elsewhere. Consideration will include the cost of installing appropriate sound attenuation systems, off-site traffic/transportation mileage, etc.

3.3 Potential Site Circulation Plan Concepts

As a part of preparing the scenarios in Tasks 3.1 and 3.2, Consultant will prepare correlating conceptual site circulation configuration sketches. Consultant will utilize data on the transaction time for each vehicle and base the site circulation/queuing estimates on the future projections of the times required when developing the site traffic plans. In addition to the PRA challenges discussed above, some of the key traffic congestion issues at the existing recycling area are caused by vehicles stopping at the buy-back center or drop-off area. Consultant will explore options to reduce the impact of vehicles crossing patterns, related on-site congestion, and backs up traffic to the scale house queue.

3.4 Preliminary Cost Estimates

Consultant will start to prepare cost estimates concurrently with Tasks 3.1 through 3.3 to develop comprehensive scenarios. In order to have a meaningful discussion about each of the scenarios, Consultant will prepare an order-of-magnitude cost for the various scenarios. Consultant will then refine the estimate after the preferred site configuration is selected.

3.5 Design Review Meeting

Consultant will arrange and present our recommendations of the various components (MSW Transfer from Task 3.1, Bulking materials from Task 3.2 and Overall Site circulation from Task 3.3) to the County staff (and Operator if the County wants their involvement) in a workshop type meeting to discuss each scenario, its benefits and drawbacks. The purpose of the meeting will be to fully vet the cost/benefits of the various scenarios and to identify a preferred development approach.

Consultant will present preliminary, 'order of magnitude' cost estimates of the improvements at the workshop meeting to assess the overall benefits and drawbacks of the various scenarios.

Deliverables:

- Preliminary sketches of Potential MSW Transfer Site configurations
- Preliminary sketches of Potential Bulk Materials Component configurations
- Preliminary sketches of Overall Site Plan to address site circulation and traffic solutions

- Technical Memorandum addressing on-site grinding of woody material compared to off-site processing.
- Preferred Bulk Materials Component site configuration.
- Preliminary 'order of magnitude' cost estimates for comparison purposes only
- Minutes of the workshop design review meeting

Meetings:

- Design review meeting

TASK 4. DEVELOP PREFERRED OVERALL SITE PLAN

4.1 Preferred Site Development Concept and Phasing Plan

Following the Design Review meeting and selection of the preferred overall site plan, Consultant will proceed with the preparation of the preferred conceptual design for construction of a new MSW building with drop off area and tipping floor, or for renovation of the existing MSW building to achieve a more efficient solid waste transfer process. Consultant will also proceed with the preparation of a conceptual design for construction of a new bulk recycling building/area or expansion of the existing PRA.

Following preparation of the preferred site configuration, Consultant will explore the possible phasing of the facility so as to keep the facility in operation during the renovation/construction of any improvements.

4.2 Preferred Overall Site Circulation Analysis

As a part of preparing the preferred overall site plan, Consultant will refine the analysis of the site circulation configuration to compare the transaction times and vehicle queuing expectations at key areas of the site. Consultant will apply Auto-Turn in key areas of the site to illustrate truck maneuverability of at the site.

Consultant will submit a draft Preferred Overall Site Plan to the County for review and comment. Following receipt of comments, the Consultant will incorporate comments and finalize the Preferred Overall Site Plan, transmitting the report to the County in a pdf format.

Deliverables:

- Draft Preferred Overall site plan combining the results of tasks 3.1 (MSW Transfer Component), 3.2 (Bulk Materials Component) and 3.3 Overall Site configuration
- Final Preferred Overall Site Plan incorporating County review comments

Meetings

- Telephone conference call to discuss comments on draft overall site plan

TASK 5. PREPARE COST ESTIMATES OF EXPANDED/RENOVATED FACILITY

5.1 Preparation of Final Cost Estimate

After discussing the benefits and limitations of each scenario with the County, consultant will prepare a planning level estimate of the cost of constructing the various improvements.

Consultant will incorporate consideration of phasing the project such that the development of the facility could meet the County's budget limitations. Following the selection of the preferred overall site plan, Consultant will proceed with the preparation of cost estimates for engineering and construction of the concept, including alternatives to aid in the selection of the preferred and most cost effective approach.

TASK 6. FINAL REPORT

6.1 Preparation of Final Report

Consultant will prepare a final report that consolidates the Basis of Design, supportive calculations and preferred overall site development design. The report will provide the rationale for the selection of the preferred site development plan as well as recommendations for phasing so as to maintain on-going operations of the facility while the new facility is constructed. The final report will also include the cost estimate for the facility and any related supportive materials. Consultant will submit a draft of the report to the County for review and comment. Following receipt of comments, the Consultant will incorporate comments and finalize the report, transmitting the report to the County in a pdf format.

Deliverables

- Draft Final Report
- Final Report

Meetings

- Telephone conference call to discuss the County's comments on the draft final report.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

The total costs to provide design services for the McCourtney Road Transfer Station shall not exceed \$49,930. An estimate of expenses by task is shown below. Hourly billing rates provided by the consultant are attached hereto.

Fee Estimate		Labor	Expenses	Total
Task No.	Task			
1	Task 1 Project Management	\$5,878.16	\$219.30	\$6,097.46
2	Task 2 Develop Design Parameters	\$5,819.54	\$129.50	\$5,949.04
3	Task 3 Preliminary Planning	\$12,390.08	\$587.30	\$12,977.38
4	Task 4 Finalize Overall Site Plan	\$12,938.59	\$314.50	\$13,253.09
5	Task 5 Cost Estimate	\$4,463.91	\$186.00	\$4,649.91
6	Task 6 Final Report	\$6,860.36	\$140.60	\$7,000.96
		\$48,350.63	\$1,577.20	\$49,927.83

HDR ENGINEERING, INC.
RATE SCHEDULE
 January 2016 to December 2016

TECHNICAL SERVICES

STAFF	PROJECT ROLE	BILLING RATE
Tim Raibley	Project Manager	\$282.01
Olivia Williams	QC Reviewer	\$167.80
Andrea Ramirez	Staff Engineer	\$127.05
Herman Suarez	CAD	\$130.65
Maureen Finn	Project Assistant	\$97.19
Monica Buhlmann	Project Controller	\$142.41

Please Note: Rates will be escalated annually. New personnel will be added at a 3.10 multiplier.

EXPENSES

In-House Expenses

Hour	Technology Charge per Direct Labor \$3.70
	Vehicle Mileage (per mile) Current Federal Allowable Rate
percent	Color Copy Cost plus 10
percent	Photocopies Cost plus 10
	Plotting Cost plus 10 percent
	Consultants/Subcontractors Cost plus 10 percent
percent	Other Expenses Cost plus 10

Please Note: Technology charges include computer, CADD, network, software, and other related technology services.

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

Amendments and additions to the Contract are hereby set-forth as follows:

4. Liquidated Damages: Not Applicable

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

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 and employees from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and reasonable attorney fees of litigation) to the extent caused by which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Approved by County Counsel