



RESOLUTION No. 19-528

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT WITH HDR ENGINEERING, INC. FOR DEVELOPING PROJECT PLANS, SPECIFICATIONS AND ESTIMATES FOR THE MCCOURTNEY ROAD SOLID WASTE TRANSFER STATION REDESIGN PROJECT IN AN AMOUNT NOT TO EXCEED \$1,682,813.95 AND APPROVING A BUDGET AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, January 10, 2017, the Nevada County Board of Supervisors adopted Resolution 17-016, directing the Purchasing Division (in coordination with the Department of Public Works) to solicit Statements of Qualifications from qualified civil engineering or architectural firms interested in developing Project Plans, Specifications and Estimates for the McCourtney Road Solid Waste Transfer Station Redesign Project; and

WHEREAS, on February 10, 2017, the County received two submittals from interested consultants (HDR Engineering, Inc. and Glass Architects); and

WHEREAS, the submittals were reviewed by an in-house selection panel and evaluated using the scoring system identified in the request for qualifications. HDR Engineering, Inc. was selected as the most qualified firm; and

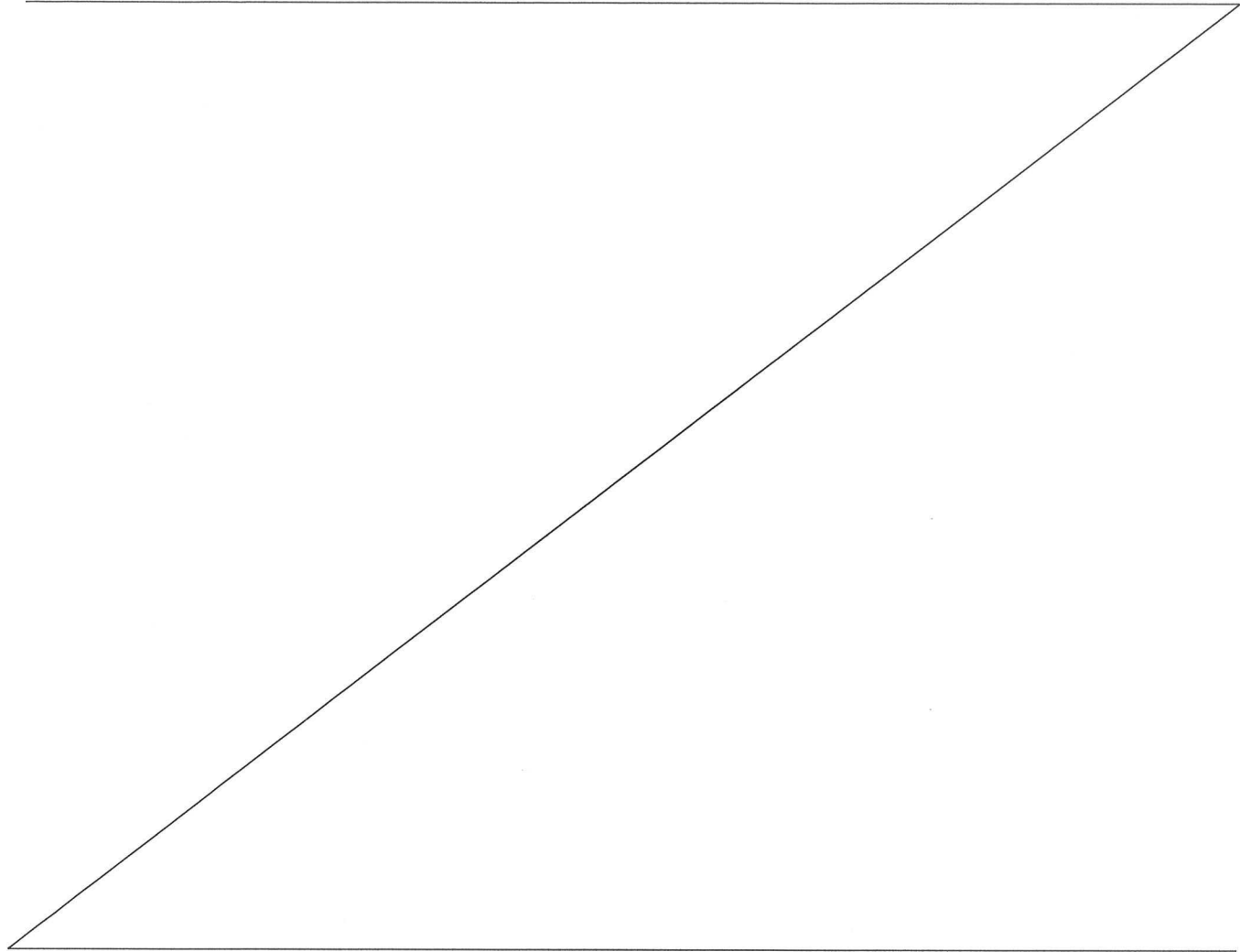
WHEREAS, staff has negotiated the scope and the price of the project not to exceed \$1,682,813.95; and

WHEREAS, a budget amendment is necessary in the amount of \$182,814 to accomplish this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Awards and approves the Agreement with HDR Engineering, Inc. in an amount not to exceed \$1,682,813.95 for design services for the McCourtney Road Solid Waste Transfer Station Redesign Project. The contract term shall be from September 24, 2019 to June 30, 2021.
2. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County Department of Public Works the agreement between Nevada County and HDR Engineering, Inc. (HDR).
3. Directs the Auditor-Controller to release fund balance in the amount of \$182,814 and amend the Fiscal Year 2019/20 Solid Waste Western Budget as follows.

Increase
4117-91001-705-1000/540300 \$182,814



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of September, 2019, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Richard Anderson, Chair

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) **McCourtney Road Transfer Station Improvements PS&E**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** 1,682,813.95
(§3) **Contract Beginning Date:** 9/24/2019 **Contract Termination Date:** 6/30/2021
(§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 AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:**

County of Nevada:

Contact Person: Tim Raibley
2365 Iron Point Road, Suite 300
Folsom, CA 95630-8709

Contact Person: David A. Garcia, Jr.
950 Maidu Avenue
Nevada City, CA 95959

(916) 817-4914
e-mail: Tim.Raibley@hdrinc.com

(530) 265-7038
e-mail: david.garcia@co.nevada.ca.us

Contractor is a: (check all that apply)

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

EDD: Independent Contractor Worksheet Required: Yes X No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes X 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>X</u>

- (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.

(i) 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

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**.

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:


Name: JARVIS CALDWELL
Title: ASSOCIATE VICE PRESIDENT
Dated: 09/03/2019

COUNTY OF NEVADA:


Honorable Richard Anderson
Chair, Board of Supervisors
Dated: 09/24/2019

Attest: 
Julie Patterson Hunter
Clerk of the Board



maintenance buildings and removal of the existing metals/cardboard staging areas to allow for regarding and pavement of the area.

- Earthwork, roadways and pavement areas connecting the new PRA to the existing HHW, green waste and other areas east of the new PRA.
- New paved wood/green waste and C&D receiving and transfer area.

The work will be prepared in one (1) design/bid package and will include the requirement for phased construction to maintain operations.

The work includes additional site investigation for geotechnical recommendations and site survey. Support is provided for bidding, and limited construction services (e.g., shop drawing review, responding to requests for information).

The work also includes the permitting and public outreach for the new MRTS along with the revised site arrangement. Our approach assumes with early public input, we will be able to gain consensus for the project and are hopeful a full Environmental Impact Report (EIR) will not be required. Budget has been allocated to a contingency task if a full EIR is required.

Task 1: Project Management

We will begin the project by meeting with County staff to establish project communication protocols and reviews, project goals, schedules, and project constraints. Throughout the execution of the various tasks described in this Scope of Work, HDR will support the task specific activities by coordination of task and team members, meetings, communication, reporting, and quality control (QC). This sequence of tasks has been established in recognition that these activities transcend the individual tasks, are required for effective project execution, may require flexibility in timing, extent, and response to project needs, and cannot always be precisely predicted or assigned to an individual activity.

Objective

Our Project Manager will conduct regular communications between the County and the HDR team; plan, organize, and monitor project team activities; attend meetings, as requested; and prepare and update project schedules.

HDR Services

- Develop QC Plan to supplement the PMP. The QC plan will include the QA/QC schedule and identify senior reviewers not associated with the day-to-day design.
- Provide project monitoring and reporting.
- Provide resource management and allocation based on project schedules and activities.
- Provide budget and invoice management including written progress reports describing work performed on each task. Progress reports will be provided concurrently with monthly invoices.
- Provide coordination with the County and subconsultants.
- Conduct regular team meetings for project coordination.
- HDR will prepare and submit a design schedule with milestone dates for key activities. The schedule will be maintained throughout the project and reviewed at bi-weekly (every 2 weeks) meetings to monitor schedule compliance.

Key Understandings

- Meetings associated with the transfer station design are included in the specific task(s).

Deliverables



- Ancillary features such as public education or use of solar energy.
- Administration Building – pavement and underground utility/hook up requirements at locations that are to be provided by others.

The outcome of this task will be a revised concept that will incorporate public comments and an expanded Basis of Design Report that will serve as the guidance document for the preparation of the design documents described in Task 7. This document will also serve as the basis for the environmental review and the geotechnical work.

HDR Services

Prior to the kick-off meeting, HDR will perform a review of the conceptual design to add in the Green Waste Processing Building, and confirm we have developed the best layout and approach for meeting the County's needs. As part of this task, HDR will:

- Prepare initial data request for the County. Information of interest will include previous studies, as-built drawings for existing buildings and site work, materials processing information, geotechnical reports, etc.
- Conduct a combination kick-off and planning workshop with representatives of the HDR team and County. Discussion elements will include:
 - Prior material tonnage data and projections.
 - Overall diversion program elements.
 - Materials storage and load-out requirements.
 - The building functionality and related building architectural form to serve the community while also providing flexibility for future, unanticipated needs.
 - The addition of commercially collected food waste to meet new state requirements to be unloaded and transferred inside the new MRTS building.
 - Green waste, wood waste and stump processing area requirements and transfer/load out requirements at the out-door Green Waste Area.
 - Review the prior conceptual facility arrangement, including future modification/addition to accommodate growth.
 - Reconsider traffic patterns, existing roadway network, site access, and phasing.
 - Discuss Cal Green's applicability to the facility design.
- HDR will participate in a preparation meeting to confirm materials to be presented at the first public meeting and then participate in the first public meeting which will include key stakeholders (Task 4) to present the existing site and proposed concept to collect feedback on their concerns with current and proposed operations. Following the public meetings, HDR will:
 - Conduct a follow-up meeting with the County and decide which comments should be addressed, reasons why other comments will not be incorporated.
 - Update the proposed site plan concept and prepare the building footprint and elevations indicating architectural treatments, based on input from the first public meeting.
- HDR will participate in a preparation meeting to confirm materials to be presented at the second public meeting, and then participate in the second public meeting to present the revised layout and views, and respond to previous comments that were not incorporated into the plans, and receive additional comments from the key stakeholders and the public as described in Task 4. Following the public meeting, HDR will:
 - Debrief with County to discuss the public comments and any additional changes to the proposed site plan, floor plan, and elevations.
 - Revise the plans based on the County's direction and use these final arrangements as the basis for the permitting and detailed design work.

- Prepare responses to public comments and revise the IS/MND, if necessary.
- Prepare a Mitigation Monitoring and Reporting Program.
- Prepare a Notice of Determination.
- Attend a public hearing to consider adoption of the MND.

Key Understandings

- A baseline of the facility operational information to support the development of the IS/MND will be based on the prior County provided information and HDR's prior facility analysis. This includes but isn't limited to: existing and proposed daily, monthly, and annual traffic counts/estimates; existing equipment air emissions; existing and proposed equipment lists; existing and projected waste tonnages; and conceptual building plans.
- Reconnaissance-level biological and cultural surveys will be conducted but the following services are assumed to not be necessary for this scope of work: rare plant surveys, endangered species surveys, a wetland delineation, or cultural resource excavations.
- Prior to the commencement of this effort, HDR has been retained separately to perform a botanical survey of the area west of the new entrance road to identify the presence of possible protected, rare, or endangered plant species.
- Aesthetic impacts will be described but no visual simulations are included at this time.
- The County will provide the prior calculations/studies used to construct the existing storm drainage containment facilities which will be used as the basis to prepare the hydrology and geology sections of the Draft IS/MND. No new separate technical studies or calculations will be necessary.
- The geology is sufficient to support the proposed facilities. The IS/MND will describe a variety of possible foundation designs to accommodate variability in the design as the geologic study will not have been performed by the time the IS/MND is completed.
- Some ambient noise measurements will be taken at the site. We will base the proposed facility noise levels on values taken at the site or on other solid waste facilities, as appropriate.
- A noise study to evaluate the mitigation measures to reduce noise from the proposed facility. However we understand the wood processing (grinding) facility will not be performed so will not be considered in the noise study.
- We will calculate the criteria air pollutants based on on-site equipment and operations. No health risk assessment for Toxic Air contaminants will be performed. We will prepare a greenhouse gas (GHG) analysis for the project and will evaluate the GHG emissions for consistency with the County General Plan GHG policies.
- We assume the area has been disturbed such that there are no cultural resources at the site. The cultural resources section will be based on a records search of the local information center for cultural resources.
- A qualitative evaluation of the facility's traffic impacts will be conducted but a separate traffic impact study will not be necessary.
- The County will be responsible for the tribal consultation and compliance requirements of Assembly Bill 52.

Meetings

- See Task 4: Public Meetings

Deliverables

- CEQA Project Description.
- Administrative Draft IS/MND.

- Display Boards (customized, educational presentation boards to aid in educating public during all public meetings).
- **Key Stakeholder/Public Meetings:** Prepare and initiate contact with key stakeholders (property owners) in the vicinity of the project through two key stakeholder/public meetings. The stakeholders will receive individual invitations to the meetings, while postings by the County will invite the general public to also participate in these meetings. The first meeting will be to present the initial Basis of Design Study findings and solicit response while the second meeting will allow the County and Project Team the opportunity to demonstrate how input was utilized in the design as applicable. This meeting will also prepare the property owners and the public for the next steps including the environmental process. As part of this effort, HDR will conduct a preparation meeting with the County to confirm approach, roles, and presentation materials. Following each stakeholder/public meeting, HDR will participate in a debrief meeting with the County. HDR will prepare a PowerPoint for each meeting, and up to four (4) boards for each meeting.
- **Ongoing Coordination/Communications:** Ongoing communications will occur with key stakeholders and the interested public throughout the entire project via e-blasts and updates to the website. In addition, the outreach team will work closely with established key organizations, community groups and project partners to garner participation in the project and aid in sharing information through their existing communications forums (i.e. social media and web) to further disperse information to a broader audience. Also, if needed/requested, present project-related information to key stakeholder organizations membership (i.e. business and residential organizations) at their regularly scheduled meetings.
- **Media Relations and Social Media:** Coordinate with project team and County Public Information Officer on all media relations and social media activities. Create and distribute if necessary media releases, and provide information to be posted on County's established social media outlets in order to promote key project elements and manage the correct, consistent flow of information to the mass public.

Key Understandings

- The County will be the lead in terms of public meetings and HDR will serve the County in providing technical, CEQA, and related assistance.

Meetings

- Two (2) key stakeholder meetings with property owners and open to the public, including two (2) preparation meetings and two (2) debrief meetings

Deliverables

- Project webpage.
- Presentation materials for meetings with key stakeholders.
- Collateral materials including: meeting invites, fact sheet, and comment cards.
- Contact database and comments matrix.

Key Team Members

- Doug Brown (Environmental) - Douglas Environmental
- Tim Raibley (Project Manager)
- Kim Pallari and Heleana Galvan (Public Outreach)

Task 5: Geotechnical Services

Task 6: Surveying Services

Objective

To conduct the topographic surveying necessary to support the design, permitting, and bidding efforts.

HDR Services

- Nevada City Engineering will perform the surveying, including aerial and ground topographic and location surveying in the following areas:
 - Establish three (3) benchmarks for use in subsequent construction.
 - Site topography at 1-foot contours.
 - Elevations and locations of all known existing structures.
 - Elevations and location for all existing drainage structures.
 - Identify the location for all known utilities.
 - Identify the location of subsurface utilities as identified by sub-surface utility contractor prior to the survey.
 - Incorporate locally available information on property boundaries.
 - Prepare survey topographic signed and sealed by a licensed land surveyor.
- Review survey to confirm information pertinent to design.

Key Understandings

- Site boundary surveying or legal descriptions are assumed to be locally available and can be obtained and incorporated without resurveying.
- County to provide all known maps and related information related to subsurface utilities at the site.
- Provide at a minimum three (3) inter-visible survey control points. Horizontal datum, NAD 83/91 or latest version thereof; and vertical datum, NAVD 88 or acceptable datum.
- Elevations and locations of all existing structures.
- Rim and invert elevations and location for all existing drainage structures.
- Identify the location and invert for all public and private utilities on site and in the roads surrounding the project site.
- Title report with existing easement information is readily available.

Meetings

- None.

Deliverables

- Two (2) hard copies of the survey plan that is signed and sealed by the Licensed Land Surveyor to certify that to the best of the Surveyor's knowledge, information and belief all information thereon is true and accurately shown.
- Site topography in the most recent version of AutoCAD. The CAD drawing shall include the following data and information at a minimum:
 - Three-dimensional survey points on their own drawing layer (COGO preferred).
 - Annotation of vertical datum system and coordinate system used in generation of the survey.
 - Survey point numbers, descriptions, and elevations. Preferably each on an individual layer.
 - Survey break-lines/feature lines created and used by the surveyor to generate grading contours shown on the survey drawing.
 - The Triangulated Irregular Network (TIN) generated from surveyed points, breaklines, void regions, etc.

- Utility hook-up locations for the Administration Building which is to be pre-manufactured structure to be designed and provided by others (specifically the County's landfill operator).
- Phase 2 earthwork, utilities, pavement, striping and signage.

The entire site design will be bid a single project with two phases of construction. The two phases are for construction sequencing to provide the continued operations of the existing PRA and related facilities while Phase 1 improvements are completed and accepted.

Following acceptance of the Phase 1 improvement and an allowance of time for the operator to shift of operations into the newly completed MRTS, the County will authorize the commencement of the Phase 2 construction activities.

HDR Services

30% SUBMITTAL

- The plans will be completed to approximately 30% completion level and include the Phase 1 and Phase 2 design, with some disciplines like civil and architectural further along than other disciplines like electrical.
- Prepare Table of Contents for anticipated specifications.
- 30% OPCC.
- Schedule and conduct 30% design review meeting with County to review comments.
- Submit plans for Value Engineering (VE) and Constructability reviews (by others).
- Engage County Building Department using the 30% for initial discussion purposes.

60% SUBMITTAL

- The 60% submittal will incorporate County comments on the 30% package and the County-approved VE/Constructability Review comments. The plans and specifications will be completed to approximately 60% completion level. Under this subtask, HDR will also prepare:
 - Updates to the Basis of Design Report to reflect changes.
 - Front-end documents (Division 0 and 1).
 - Technical specifications (Divisions 2-46).
 - Pre-engineered building specifications.
 - Pre-engineered fire suppression specifications for fire suppression inside the PRA and new scale house buildings.
 - Fire suppression system including replacement of the fire system pump and distribution system as needed
 - Engineering analysis and calculations for submittal.
 - 60% OPCC.
 - Incorporate County-approved input from the 30% VE and Constructability reviews.
- Schedule and conduct 60% design review meeting with County to review comments.
- Coordinate the 60% constructability review.

90% SUBMITTAL

- The 90% submittal will incorporate 60% comments by the County and County-approved constructability review comments. The plans and specifications will be completed to approximately 90% complete.
- Under this subtask HDR will:
 - Update and Finalize the Basis of Design Report to reflect changes.

- The design will be included for axle scales in the load-out tunnel. However this will be a bid alternate in the contract documents.
- The design will include two (2) entrance/exit scale-house buildings and four (4) platform scales. Two (2) of the platform scales may be a bid alternate to relocation of the two (2) existing platform scales at the existing entrance/exit.
- The design will include collection of surface waters and discharge into existing storm water retention ponds/devices. No expansion or renovation of the storm water retention or treatment system is included.
- No major changes in the project design concepts will occur following the Basis of Design Report. Only minor changes and refinements will follow submittal of the 30%, 60%, and 90% review documents.
- HDR standard specifications (6-Digit CSI format) will be utilized and front-end documents will be developed using modified Engineers Joint Contract Documents Committee (EJCDC) documents.
- Design drawings will be delivered in Autodesk Revit and AutoCAD 2018. Civil designs will be prepared in Autodesk Civil 3D version 2018.
- There will be no relocation of the existing skid mounted HHW containers, administrative building, and changes to the existing PRA building so no design services are included for these features.

Meetings

- Three (3) meetings with the County to receive input regarding the 30%, 60%, and 90% Contract Documents attended by two (2) HDR team members for each meeting.

Deliverables

- Meeting Agenda and notes (30%, 60%, and 90% review meetings).
- Two (2) hardcopies copies and one (1) electronic PDF files of the draft and final Contract Documents at 30%, 60%, 90%, and 100% completion will be submitted.
- OPCCs at the 30%, 60%, 90%, and 100% design levels.
- Two (2) hardcopies and one (1) electronic PDF file of the Final Issued for Bidding documents

Key Team Members

- Design Team Members: Tim Raibley (Project Manager), Brett Wolfe (Principal in Charge), Eric Mead (Design Lead)
- Discipline Leads: Brian Ellington and Michael Lambert (Architecture), Randy Maccaferri and Omid Tavangar (Structural), Ryan Dalrymple and Michael Blomquist (Mechanical), Len Raksin and Dan Gott (Electrical), and Dale Fuchs and Olivia Williams (Civil).
- Bill Acker (Cost Estimating)

Task 8: Value Engineering and Constructability Review

Objective

The purpose of the task is to employ a VE review and constructability process to identify where improvements or savings could be identified and considered before proceeding the next phase of design. Please note, based on experience from previous design projects, HDR recommends a modified VE approach from that identified in the RFQ. HDR recommends conducting VE at an early design milestone to achieve the most benefit of incorporating design modifications early in the process, thereby limiting the cost of design changes. As such, HDR proposes to conduct the

HDR Services

COUNTY CONDITIONAL USE PERMIT

- Prepare the County Application for a revision to the existing Conditional Use Permit to the County Planning Department.

CAL RECYCLE REGULATORY REQUIREMENTS

- Attend a pre-application meeting with Cal Recycle to discuss conceptual design and confirm the state submittal requirements for the proposed facility constructed at the MRTS/landfill site.
- Prepare and submit a revision to the existing processing facility (transfer station) permit application for the facility to reflect the revised facility, its revised capacity and permit limits, including required drawings as required by Cal Recycle.
- Following appropriate level of design, prepare and submit building plans and supporting documentation to the County.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS

- Attend a pre-application meeting with the County NPDES permit staff to discuss conceptual design and confirm the submittal requirements for the proposed facility.
- Prepare and submit a NPDES permit application for the facility, including required drawings as required by the County/state.

BUILDING CODE APPROVALS

- Attend a pre-application meeting with code officials (Building, Fire, Utilities, Public Works, etc.) to determine the applicable code requirements and submittal review requirements for the Transfer Station.
- The meeting with key building and fire code officials will serve to confirm applicable occupancy classifications, fire protection requirements, and obtain clarifications and interpretations on key code requirements affecting the facility structures.

Key Understandings

- County will submit completed permit applications and pay associated permit fees to public agencies.
- No supplemental (special) drawings will need to be prepared for permit applications. Plan drawings from the plan set will be used to support the permitting application.
- County solid waste personnel will attend meetings with the County Planning, Cal Recycle, and County Building Code Officials.
- The Contractor awarded the construction of the improvements will be responsible for securing the building permits, paying appropriate fees, etc.
- Drawings can generally be submitted for review at the 90% completion level for major permit reviews.
- The County has jurisdiction over site development approval (i.e., CUP) and building approvals.
- Public meetings, presentations or related approval activities are not anticipated.

Meetings

- Two (2) meetings with the County building code and fire officials.
- Two (2) meetings with the County Dept. of Public Works.
- One (1) meeting with Cal Recycle.
- One (1) meeting with County Planning.



Deliverables

- Preparation of supportive bidding documents and specifications in terms of recommendations for the bid form, contractors licensing, responses to questions and requests for information.
- Preparation of addenda (assumed two [2]).

Key Team Members

- Available on an as needed basis: Tim Raibley (Project Manager), Michael Lambert (Architecture), Omid Tavangar (Structural), Michael Blomquist (Mechanical), Dan Gott (Electrical), and Bill Rebik (Civil).

Task 11: Construction Support

Objective

The purpose of the task is to provide assistance during construction of the project. HDR assumes the County will provide a County employee as the full time construction inspector. (If so desired, HDR can provide a full-time construction inspector as an additional service).

HDR Services

During construction of the project HDR will:

- Participate in the pre-construction meeting and monthly progress meetings.
- Review and approve shop drawings and test reports. HDR has assumed up to two (2) reviews of up to 120 shop drawings at two (2) hours per review.
- Respond to up to 50 RFI's at three (3) hours per RFI.
- Prepare as-built drawings based on mark ups provided by the contractor. HDR will submit final as-built drawings in electronic format to the County.

Key Understandings

- County will self-perform or separately retain construction project management staff to oversee construction administration/construction management duties.
- For budgetary purposes, we have estimated HDR's support role to extend the duration of an estimated 20-month construction schedule to accommodate the two-phased construction approach.
- Contractor will submit completed permit applications and contractor to pay the associated permit fees to public agencies.

Meetings

- Twelve (12) site visits for three (3) hours each.
- One (1) monthly meeting for the 20 months of the project construction.
- Each site visit and meeting will be attended by one (1) HDR team member.

Deliverables

- Shop drawing review documentation.
- As Constructed ("as-built" set of documents)
- RFI responses.
- Meeting notes.
- Preparation of final punch list a substantial completion

□



Deliverables

- Outreach materials.
- Minutes from public meetings.

Task 12.B Contingency for Unforeseen or Changed Conditions**Objective**

• The purpose of the task is to provide services when needed as directed by the County for changes to the design that are unanticipated, not included in the scope or changes that the County prefers. As such the precise scope cannot be determined at this time. Consequently no specific scope, deliverable, meeting or related service is listed. No work will be performed under this task until authorized by the County in writing.

HDR Services

- To be determined

Key Understandings

- The County will direct HDR as to the extent of additional work. No work will be performed until authorize in writing by the County.

Meetings

- To be determined.

Deliverables

- To be determined

Billing Rates



Raibley, Timothy J	Project Manager	288.00
Wolfe, Brett D	PIC/QC Lead	388.80
Mead, Eric A	Design Lead	271.30
Agnew, Ronald A	CAD/BIM Lead/Coordinator	202.56
Rickert, John S	Arch Tech Advisor	183.49
Lambert, Michael E	Arch Tech Lead	196.86
Lane, James E	Arch 3D Lead	159.94
Mendoza, Mark D	Arch CAD/BIM	132.50
Maccaferri, Randy	Structural Tech Advisor	249.92
Tavangar, Omid	Structural Tech Lead	281.31
Farsad, Mehdi	Structural Tech Support	186.40
Prasad, Rakeshwar	Structural CAD/BIM	145.41
Worth, Lance R	Mechanical Tech Advisor	154.18
Dalrymple, Ryan R	Mechanical Tech Advisor	109.15
Blomquist, Michael J	Mechanical Tech Lead	241.06
Cheung, Chi K K	Mechanical Tech Support	191.23
Wiksell, Lamont C	Mechanical CAD/BIM	140.80
Raksin, Leonid M	Electrical Tech Advisor	192.83
Gott, Daniel J	Electrical Tech Lead	248.00
Inferrera, Jeffrey J	Electrical Tech Support	135.04
Gonzalvo, Ronald J	Electrical CAD/BIM	124.77
Fuchs, Dale J	Civil Tech Advisor	199.78
Williams, Olivia L	Civil Tech Lead	210.21
Ramirez, Andrea R	Civil Tech Support	142.05
Jabbour, Daniel M	Civil Tech Support	277.50
Van Meurs, Peter D	Civil CAD/BIM	175.55
Tansey-Rodarmel, Jennifer M	Project Coordinator	119.01
Kingsbury, Cathy S	Project Accountant	155.01
Egbert, John K	Civil Tech Advisor	254.53
Pallari, Kimberly L	Outreach Facilitator/QC	285.38
Galvan, Heleana S	Outreach Project Manager	169.79
Nelson, John R	Mechanical Process	162.18
Moore, Adrienne C	Webmaster	130.91
Kammerer, Kolton J	Graphic Designer	99.20
Teurn, ThanhXuan T	Outreach Coordinator	100.51
Statser, Cariann	Civil QC Engineer	189.73
Rebik, Bill	Civil Senior Engineer	209.76
Kukharets, Maryan	Civil Staff Engineer	134.28
Sachsenmaier, Zach	Fire Protection Tech Advisor	231.01
Warboys, Jesse	Fire Protection Lead	156.96
Cunard, Bill	Fire Protection CAD/BIM	103.87

Please Note: Fees will be escalated annually in accordance with the change in the Consumer Price Index for the San Francisco Bay Area.

HDR Subconsultant Rates for McCourtney Road Facility Transfer Station

NEVADA CITY ENGINEERING, INC.	
ENGINEERING	
Principal Civil Engineer	\$176
Civil Engineer	\$137.50
Associate Engineer	\$115.50
Inspector	\$121
Engineer Designer	\$115.50
Engineering Aide	\$88
SURVEYING	
Principal Land Surveyor	\$176
Associate Land Surveyor	\$137.50
Assistant Land Surveyor	\$115.50
1 Man Field Crew (Chief of Party)	\$110
1 Man Field Crew (1st Assistant)	\$99
1 Man Field Crew (2nd Assistant)	\$66
2 Man Field Crew	\$176
3 Man Field Crew	\$220
LAND USE PLANNING	
Principal Land Use Planner	\$176
Land Use Planner	\$137.50
Project Coordinator	\$104.5
Associate Planner	\$115.50
DRAFTING	
Draftsperson/Designer	\$121
Draftsperson	\$99
Assistant Draftsperson	\$88
GENERAL OFFICE	
Clerical	\$82.50
<p>All time charges are from office to office. All time over eight hours per weekday, all weekend and holiday time for personnel will be billed at one and one-half times the regular rate. Expert witness testimony and depositions will be billed at twice the hourly rate. Mileage will be billed at the rate of \$.58 per mile. All charges and fees paid by this firm to others on behalf of the client shall be billed at the cost of the charge or fee plus 15% handling and accounting. All invoices shall be due in fifteen days. Client agrees to pay all collection expenses including, but not limited to, attorney's fees and court costs.</p>	

DOUG BROWN		
	Minimum	Maximum
Principal	\$242	\$242
Senior Environmental Planner	\$203.50	\$220
Environmental Planner	\$181.50	\$203.50
Environmental Analyst	\$148.50	\$181.50
Senior Archaeologist	\$203.50	\$220
Archaeologist	\$159.50	\$187
Senior Wildlife Biologist	\$192.50	\$225.50
Wildlife Biologist	\$148.50	\$181.50
Botanist	\$148.50	\$181.50
Air Quality/GHG Analyst	\$181.50	\$214.50
Transportation Planner	\$181.50	\$220
Hydrologist	\$192.50	\$225.50

PENHALL COMPANY	
SCOPE OF WORK	TOTAL SHIFT PRICE
<ul style="list-style-type: none"> ▪ Penhall to mobilize all personnel, equipment and materials to the job site. ▪ Safety analysis and training to take place prior to start of project (if required). ▪ General Supervision/Foreman or Superintendent assignment, as required <p>Scope:</p> <ol style="list-style-type: none"> 1. Provide a PGR Scanning Technician to identify any underground utilities and/or other material on a per shift basis <ul style="list-style-type: none"> -Definition of shift: 1 person with GPR equipment at 8 hours <ol style="list-style-type: none"> a. Scanning will consist of utility locating in various areas of property b. Surface: dirt, asphalt, concrete c. Mark findings with paint and/or flags d. Number of shifts: unknown 	\$2,222

RADMAN AERIAL SURVEYS, INC.	
FEE	\$5,335

BILL ACKER CONSULTING SERVICES	
FEE-HOURLY	\$132

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NIVIS
2019 LABORATORY TESTING SERVICES

SOIL	AGGREGATE	CONCRETE	ASPHALT	ASTM TEST METHODS	UNIT COST
		■		ASTM A615, Reinforcing Steel Tensile Test to #8	\$100
		■		ASTM A615, Reinforcing Steel Bend Test to #8	\$33
		■		ASTM C39, Concrete Compressive Strength, 4x8	\$35
		■		ASTM C39, Concrete Compressive Strength, 6x12	\$44
		■		ASTM C78, Flexural Strength of Concrete	\$119
		■		ASTM C140, CMU Strength, Unit Weight, Absorption	\$226
		■		ASTM C780, Compressive Strength Mortar	\$34
		■		ASTM C1019, Compressive Strength Grout	\$34
		■		ASTM C1314, Compressive Strength Masonry Prisms	\$128
■	■	■		ASTM C136, D422A Full Sieve Particle Size Analysis	\$153
■				ASTM D422B, Long Hydrometer Particle Size Analysis (specific gravity not included)	\$153
■	■			ASTM D422C, Full Sieve w/ Long Hydrometer Particle Size Analysis (spec. gravity not incl.)	\$201
■	■			ASTM D698, D1557, Compaction Curves (4-inch mold)	\$238
■	■			ASTM D698, D1557, Compaction Curves (6-inch mold)	\$249
■	■			ASTM D854, Specific Gravity	\$104.50
■	■	■		ASTM C117, D1140, No. 200 Mesh Wash Particle Size Analysis	\$101
■				ASTM D2166, Unconfined Compression Shear Strength	\$128
■	■			ASTM D2216, Oven Moisture Content	\$34
■	■			ASTM D2419, Sand Equivalent	\$125
■	■			ASTM D2434, Constant Head Permeability	\$202
■	■			ASTM D2435, One-Dimensional Consolidation	\$291.50
■	■			ASTM D2844, Resistance Value	\$308
■	■			ASTM D2850, Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$154
■	■			ASTM D2937, Density-Moisture	\$41
■				ASTM D3080, Direct Shear Strength (3 points minimum)	\$350
■				ASTM D4318, Atterberg Indices (Dry Method)	\$176
■				ASTM D4546, One-Dimensional Settlement or Swell	\$612
■				ASTM D4767, Consolidated, Undrained, Triaxial Shear Strength (per point)	\$202
■				ASTM D4829, Expansion Index (UBC Expansion Index)	\$176
■				ASTM D4832, Strength of CLSM	\$51
■				ASTM D5084, Falling Head Permeability	\$288

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

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

1.Services

If agreed upon by the parties, Contractor will serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

6. Insurance, (iv),

The County acknowledges that said insurance shall provide for thirty (30) days written notice to County of any termination, and the Contractor shall provide a thirty (30) day written notice of change in coverage protection, or reduction in coverage limits.

7. Automobile Insurance, (iv)

The County acknowledges that said insurance shall provide for thirty (30) days written notice to County of any termination, and the Contractor shall provide a thirty (30) day written notice of change in coverage protection, or reduction in coverage limits.

10. Miscellaneous Insurance Provisions

The County acknowledges the Contractor's errors and omissions coverage is a 'claims-made' policy.

13. Assignment and Subcontracting

The County agrees to exclude subcontractor "Bill Acker Consulting Services," from the requirement of providing (§9) Errors and Omissions coverage as it is understood that this consultant will not be performing design level work.

20.Termination

The County will provide Contractor with written notice of material breach and provide a reasonable opportunity (30 days) to cure prior to termination.

21, Intellectual Property

The county acknowledges that any modification or reuse of the intellectual property for purposes other than those intended by this contract shall be at the County's sole risk.

Approved by County Counsel



Name:
Title:
Date:

