

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: | <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: 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> |

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. Where applicable:

(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**.

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:
Title:

Dated: _____

Honorable Richard Anderson
Chair, Board of Supervisors

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"
SCHEDULE OF SERVICES

HDR Scope of Work

The goal of this project is to develop a new, enclosed McCourtney Road Transfer Station (MRTS) facility which will include a new Transfer Station building, new entrance and exit road with new entrance and exit scales. The existing functions of the facility will be maintained during construction, and rearranged and/or repurposed to improve function of the site. The existing administration trailer will be replaced with a new pre-manufactured office building to be supplied by others (Waste Management). The existing Public Receiving Area (PRA)/waste transfer canopy is being renovated prior to this project and will not require further design or renovations. The existing household hazardous waste (HHW) receiving complex, which includes an existing canopy and storage containers, will remain in place. A new paved area will be provided for the wood/green waste and construction/demolition (C&D) receiving and transfer activities.

The facility will be constructed in phases to maintain operations, but will be provided in one (1) design package.

Phase 1 will consist of:

- Temporarily relocating the wood/green waste and C&D area.
- New entrance road west of the existing facility.
- New scale complex including two (2) entrance scales and two (2) exit scales, with a scale house facility. The scale house will be pre-manufactured scale house buildings with a below slab ventilation system; one will be located between the in-bound and one facility between the out-bound scales. A metal canopy will cover the scales and associated in-bound and out-bound scales. One (1) inbound and one (1) outbound scale will be automated with RFID tag readers. Hardware for reading the tags will be provided, the facility operator will provide the software and any needed computers or printers. The two existing scales will be repurposed and utilized at the new scale complex.
- New Transfer Station consisting of approximately 43,000 SF Public Receiving building with two (2) open top loadout hoppers and associated site grading/circulation and maneuvering areas, and retaining walls, and below slab methane ventilation system. The new Transfer Station loadout bays will be equipped with below grade axle scale sensors connected to a readout display above the load-out chutes to inform the loader operator of the axle weights when placing material in the loadout truck. The new Transfer Station building will be an open frame pre-engineered metal building with a dust suppression system, lighting system, ventilation system and fire suppression system. The building will be equipped with roll up doors (or openings) for vehicle access and unloading.
- Utility site work including relocating the overhead power line, and modify or replacing the existing underground fire service piping as needed to achieve code compliance.
- Upgrade the fire supply system by replacing the existing fire pump that extracts water from the two open ponds located at the site.
- Temporary earthwork/pavement to raise the existing road near the existing metals and cardboard area.

Phase 2 will consist of:

- Removal and relocation of the existing entrance scales to be placed at the new scale house facility and removal of the existing scale house facility, existing recycling and

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

- Monthly invoices and progress reports.
- Preparation, attendance, and presentations at meetings.
- Agenda and meeting minutes for all meetings including distribution to meeting attendees.
- Project schedule and schedule updates.

Key Team Members

- Tim Raibley (Project Manager) and Brett Wolfe(Principal in Charge)

Task 2: Innovative Design Refinement and Basis of Design Report

Objective

The objective of this task is to execute an innovative design planning effort to confirm the project design parameters and incorporate public comments before beginning the design phase. To do this, we will build upon the work conducted to date, update the preferred concept with the Green Waste Processing pad without the wood/green waste grinder, present the initial concept at one

(1) public meeting, collect comments and make minor revisions to the concept and present the revised concept at the second (2) public meeting (further described in Task 4). HDR will develop preliminary Transfer Station floor plans, updated site plan, and building elevations based on the public input and County's direction and use these final arrangements as the basis for the permitting documents and the detailed design work.

We will begin by conducting a kick-off meeting with County staff to confirm design parameters and requirements including current and future waste quantities by material stream, transfer technology, materials storage requirements, office/education spatial requirements, and aesthetics. In light of recent state legislation, particularly Senate Bill 1383 mandating the diversion of food waste and other organics, in addition to Assembly Bill 1826 mandating commercial organics diversion, we will revisit the prior MRTS concept in terms of meeting these requirements. Our general assumption is that commercial collection trucks containing mixed waste, food waste and green/food waste will unload inside the new MRTS and self-haul green waste, wood waste, stumps and other non-food waste materials will be unloaded in the out-door Green Waste Area. See Task 4 where public outreach to the key stakeholders is expected to clarify aesthetic parameters for the new buildings. Based on input from the County and the two

(2) public meetings we will confirm:

- Site arrangement logistics and building configuration.
- Traffic circulation.
- Phasing and refinements to allow the continued use of the existing PRA while the new MRTS is constructed.
- Building envelope and aesthetics.
- Sustainability, as well as compliance with Cal Green requirements.
- Future diversion needs and flexibility requirements.
- Meeting SB 1383 food waste diversion and AB 1826 mandatory organics diversion requirements.
- Green waste processing facility. We understand the County does not wish to employ the previously explored r grinding program.
- Additional requirements to reduce environmental impacts such as aesthetics, noise, water quality, traffic/transportation, and biological impacts associated with the expanded facility. In particular, to reduce future odor impacts, the addition of a bio-filtration process will be needed for foul air collected inside the new MRTS building.

- 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.

- Based on the approved concept, HDR will prepare Basis of Design Report with sections to address: Process Design, Site Design, Architectural, Structural, Electrical/I&C, Plant Staffing, Permitting Issues and Requirements, and an updated Opinion of Probable Construction Costs (OPCC).

Key Understandings

- County to provide any as-built, or existing design drawings of the site and buildings.
- Presentation materials for the first public meeting will use materials from the prior Basis of Design Study for the first public meeting of key stakeholders, with the addition of a revised site plan showing the Green Waste Processing Building.
- Presentation material for the second public meeting will be based on results of the input received from the first public meeting.

Meetings

- Kick-off/Programming Workshop – up to four (4) HDR team members attend at the County's office.
- Up to two (2) of HDR's technical leads will participate in the public meetings, including two (2) preparation meetings and two (2) debrief meetings. (Other staff participation is included in Task 4)

Deliverables

- Meeting minutes from the Kick off/Programming Workshop meeting, Cal Green/code requirements.
- Notes from the debrief meetings.
- Updated Site Plan which will include the Green Waste Processing area.
- Revised Site Plan, preliminary floor plans, and preliminary elevations.
- Basis of Design Report including preliminary site layout drawing(s), conceptual operating floor plan, building elevations, subsystems descriptions, preliminary permitting requirements, and preliminary Opinion of Probable Construction Cost (OPCC).

Key Team Members

- Tim Raibley (Project Manager), Brett Wolfe (Principal in Charge), Eric Mead (Design Lead) to perform the Innovative Design process.

Task 3: Environmental Documentation and Permitting

Objective

To prepare the environmental studies and documentation necessary to comply with the California Environmental Quality Act (CEQA).

HDR Services

In preparing this scope of work, HDR assumes that an Initial Study/Mitigated Negative Declaration (IS/MND) would be necessary for the proposed project and is the appropriate level of CEQA compliance. Based on this assumption, HDR proposes to conduct the following tasks in developing the IS/MND for the proposed project:

- Initiate Project and Prepare CEQA Project Description.
- Prepare an Administrative Draft IS/MND.
- Prepare a Public Release Draft IS/MND.
- Prepare a Notice of Intent to Adopt an MND.

- 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.

- Public Release Draft IS/MND.
- Notice of Intent.
- Responses to comments and revised IS/MND, if necessary.
- Mitigation Monitoring and Reporting Program.
- Notice of Determination.
- Noise study.
- Limited Traffic Impact Study

Key Team Members

- Doug Brown (Environmental) - Douglas Environmental
- Tim Raibley (Project Manager)

Task 4: Public Meetings and Outreach Activities

Objective

The purpose of the task is to support the County in engaging the impacted stakeholders and the public in understanding of the project, identifying refinements and reaching informed consent through a series of meetings with various stakeholder groups.

HDR Services

- **Graphic Illustrations:** Develop building elevations and three-dimensional oblique graphic views images of the proposed site improvements to illustrate the future facility as a communication tool for the public.
- **Contact Database/Comments Matrix:** Develop an inclusive contact database that identifies key project stakeholders representing the below target audiences. Create and maintain a comments matrix to track all comments received from the public and stakeholders as well as categorize them for ease of reviewing.
 - Staff and elected officials from Nevada County, cities of Grass Valley and Nevada City
 - Property owners, business/community organizations, residential associations and unincorporated communities
 - Medical, emergency response and local media
- **Project Webpage:** Create and maintain regularly a project specific webpage to inform and engage public during the planning process. It is recommended that the site be housed within the County website (perhaps a link on the Solid Waste Page), but have an identifiable URL to be easily accessed and recognizable. The webpage will provide timely notification through use of RSS Feeds that the public can sign up to receive. HDR's in-house Web/Creative Director will coordinate with County's webmaster to provide all information and ensure website meets County design standards.
- **Project Materials:** Create and manage all project materials and their distribution via hard copy, electronic e-blasts and project webpage.
 - Fact Sheet (provides project summary, discussion of potential impacts, project map and other critical and required information).
 - Comment Card (available at all public meetings for participants to provide comments).
 - Sign-in Sheet (use at all public meetings to capture additional people who want to be added to project database).
 - Newsletters/Postcards (provides valuable and updated project information and also act as invitations to all public meetings).
 - Presentations (tailored PowerPoint presentations for all public meetings).

- 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

Objective

To conduct a geotechnical investigation sufficient to develop the foundation design and construction criteria and to identify potential subsurface conditions that might impact design.

The purpose of the task will be to review investigations Holdredge and Kull (H&K), an NV5 Company, performed over the past 12 years, including the geotechnical investigation for the existing transfer station.

Our geotechnical investigation will focus on performing a subsurface investigation by trenching in and around the vicinity of the proposed improvements and collecting relatively undisturbed soil samples. We propose to perform laboratory testing on the samples and provide recommendations for foundation systems based on the results. During our study, we will note any undocumented fill and provide recommendations for mitigation. Recommendations for rock anchor or bolting will be provided if shallow resistant rock is encountered. We also propose to provide retaining wall design criteria and pavement design. Nuclear density testing will be performed in exploratory trenches if fill is encountered.

- H&K to perform the following geotechnical engineering services:
 - Perform site field investigation.
 - Perform the necessary soil boring for new MRTS building construction, Recycling building repurpose/replacement, Administration pre-manufactured building, paving, retaining walls and miscellaneous site work.
 - Perform laboratory soils testing and analysis.
 - Determine the characteristics of the subsurface materials.
- Prepare a geotechnical report sealed by a registered professional engineer containing recommendations on pavement design, foundation design, and related construction recommendations.

Key Understandings

- H&K will provide the geotechnical engineering services for this project.
- H&K will undertake investigation to identify subsurface utilities prior to performing any exploratory borings.
- Environmental evaluations, such as site contaminations, wetlands, cultural resources, and threatened and endangered species, if encountered, will be discussed with County personnel to determine the course of action. For the purpose of this scope, environmental evaluations and remediation are not included.
- The County will provide H&K with the authorization to access the site. Although reasonable care will be used during our investigation, the client understands that unmarked underground utilities may be damaged. H&K will not be responsible for repair of utilities that were not marked or were improperly marked prior to the investigation.

Meetings

- None.

Deliverables

- One (1) draft report (submitted in pdf/electronic format).
- Two (2) hard copies of the final report will be sent to the client and/or the client's engineer. In addition, one (1) PDF version of the final report.

Key Team Members

- Chuck Kull (Geotechnical) - H&K

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.

- The surface model generated from the survey data and TIN.
- Topographic survey features and items input on drawing layers that organize and describe the features based on logical and related groupings.

Key Team Members

- Andy Cassano (Surveying) - Nevada City Engineering. He will be the primary leader of this task supported by the other Nevada City Engineering staff.

Task 7: Design and Construction Documents

Objective

To develop the details of engineering, design and bid documents for the Transfer Station to a level of detail typical for competitive bidding. The design plans will be issued as a single project with requirement that the Contractor will construct the site in two (2) phases of construction as follows:

Phase 1 will include:

- The new entrance road, scale houses, entrance scales and canopy.
- New Transfer Station building, approximately 43,000 SF.
- Phase 1 site grading, roadways and utilities.
- Civil design and site utilities including water, sewer, power, and communications design drawings for the full development (identifying temporary Phase 1 improvements and Phase 2 as the completed facility) for County review.
- Site grading, drainage, pavement, striping, parking lot, roads and related site construction phasing
- The sitework will include replacement of the fire system pump, relocation of the fire line and manifold, and the landfill gas manholes and leachate pump station.
- Site electrical work will include relocation of the power line from the existing power poles (some of which include transformers).
- Sanitary Sewer will include review of the existing septic system, assumes the new buildings will be able to connect to the existing field.
- Structural design for the MRTS and Recycling buildings based on a PEMB approach. Structural design for the retaining walls, including coordination for the subsurface ventilation system, and scales and scalehouse foundations.
- Electrical design including power and lighting for new MRTS and scalehouse buildings and for relocated Administrative trailer, and relocated HHW containers.
- The camera/security system will be updated to include coverage for the new scalehouses and MRTS. Telecom wiring will be provided between the current Administration Building, the new scalehouses and the MRTS lower level.
- Mechanical and plumbing design for new MRTS and scalehouse buildings and utility coordination for the Administrative building by others. Underslab ventilation system design will be provided under the building slabs for venting the landfill gasses (assuming mechanical ventilation will not be required).
- Performance specifications for the MRTS, Recycling and fire suppression system at the new PRA. (Assumes a new fire supply system is needed.)
- Biofilter design for foul air collected in the new MRTS building.
- Replacement of the fire supply pump to supply fire water supply to the new PRA and expanded facilities.

Phase 2 will include:

- 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.

- Prepare 90% submittal plan sheets.
- Update front-end documents (Division 0 and 1).
- Update technical specifications (Divisions 2-46).
- Update engineering analysis and calculations for submittal.
- Prepare 90% OPCC.
- Schedule and conduct a 90% design review meeting with County to review comments.
- Engage County Building Department using the 90% submittal for preliminary review and comment.
- Coordinate the 90% constructability review.

100% SUBMITTAL

The 100% submittal will incorporate 90% comments by the County, approved constructability review comments and County Building Department review comments.

Under this subtask, HDR will:

- Prepare 100% submittal plan sheets.
- Incorporate front-end documents (Division 0 and 1) provided by the County.
- Finalize technical specifications (Divisions 2-46).
- Finalize engineering analysis and calculations for submittal.
- Prepare 100% OPCC.

Key Understandings

- County will provide electronic files of any required terms and conditions or front-end documents to incorporate into bid documents.
- Required utility services are of adequate size and available at, or near, the site boundary. Adequate electricity and communication services are available at the perimeter of the site.
- New directional and informational site signage will be provided.
- No landscaping is anticipated.
- This project does not include any improvements or modifications to the existing PRA and existing Administration Building.
- Asphalt paved roadways are anticipated and would be used in all exterior areas unless gravel paving is specifically requested by the County.
- The new MRTS will be a pre-engineered, metal building specifically tailored to the architectural parameters defined in the Basis of Design Report. The building structural systems will be a pre-engineered building performance specification.
- Others will provide modular Administration building. HDR's scope of work consists of providing surface grading and paving adjacent to the facility and underground utility connections at locations to be specified by others.
- Scale house buildings to be prefabricated/modular building specifically tailored to the architectural parameters defined in the Basis of Design Report.
- The new Transfer Station building foundation is assumed to be slab on grade on top of an engineered fill. Design parameters to be confirmed with final geotechnical analysis.
- Building fire protection system is anticipated to be water suppression system. The fire protection system will be a performance specification. Current fire supply system is assumed to be unable to meet future demands so a new fire supply pump and distribution system is expected to be required.
- Water pressure and flow information to be provided by County.

- 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

combined VE/constructability review cycles at the 30% milestone with constructability reviews only (no VE) at 60% and 90% design.

HDR Services

- HDR's VE subconsultant will conduct a VE review cycle at the 30% design plan submittal. Develop VE recommendations report including cost and schedule impacts. HDR's project manager will attend to represent HDR.
- Two HDR staff (structural and civil) will attend the VE review at the 30% design plan submittal.
- Meet with the County following the VE review to discuss results and determine which VE recommendations will be incorporated into the design.
- HDR's VE sub consultant will conduct a Constructability review cycle at the 60% design plan submittal.
- HDR's VE sub consultant will conduct a Constructability review cycle at the 90% design plan submittal.

Key Understandings

- County to provide at least one (1) County staff person to participate in the 30% VE review process.
- Operator (from Waste Management) is assumed to provide at least one (1) staff person to attend the 30% VE review process.
- VE and constructability processes to be developed and facilitated by a VE Lead who has not participated in the design effort.
- The 30% VE review recommendations approved by the County will be incorporated into the 60% and 90% designs.

Meetings

- VE review meeting will consist of a half day, in-person meeting and will be attended by each of the discipline leads.
- 60% constructability review meeting will consist of a half day telephone conference/skype meeting and will be attended by each of the discipline leads.
- 90% constructability review meeting will consist of a half day telephone conference/skype meeting and will be attended by each of the discipline leads. .

Deliverables

- Draft and final VE Report prepared by the VE Lead.
- Notes from each of the VE and constructability review cycles.

Key Team Members

- John Egbert (VE Lead) will lead the VE and constructability reviews.
- Discipline Leads: Michael Lambert (Architecture), Omid Tavangar (Structural), Michael Blomquist (Mechanical), Dan Gott (Electrical), and Olivia Williams (Civil).

Task 9: Permitting – Planning, Building, Public Works

Objective

To provide assistance in obtaining the County Conditional Use Permit (CUP), State Solid Waste Facility Permit, and County Building Permit to allow for facility construction activities.

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.

- Each meeting will be attended by one (1) HDR team member.

Deliverables

- Minor modification to the County Planning for Conditional Use Permit to accommodate the new facilities.
- Minutes of meetings with Building Code and Fire Officials.
- Building Code Plan Review Submittal.
- Building permit application.
- Cal Recycle Large Volume Transfer Processing Report Amendment or new application, as required by Cal Recycle.
- NPDES permit application.
- Draft applications will be electronic PDF files. Six (6) hardcopies of the Building permit will be provided for Final submittal to the County and Cal Recycle.

Key Team Members

- Tim Raibley (Project Manager) will lead Conditional Use, Cal Recycle, and Public Works permitting.
- Michael Lambert (Architecture) will lead the Building Department permitting.
- Olivia Williams (Civil) will lead the NPDES permitting process.

Task 10: Bid Support

Objective

The purpose of the task is to provide assistance in the preparation of bidding documents and specifications and provide on-call support for advertising and construction.

HDR Services

- Preparation of supportive bidding documents and specifications in terms of recommendations for the bid form, contractors licensing, responses to questions, and requests for information (RFIs).
- Maintain a record of prospective bidders to whom Contract Documents have been issued.
- Attend and participate in the pre-bid conference.
- Assistance in the preparation of addenda (assumed two [2]).
- Provide on-call support for the advertising phase of the bid documents.
- Prepare addenda as appropriate to interpret, clarify or further define the Contract Documents.
- Consult with and advise the County to determine the acceptability of substitute materials proposed by the Contractors.
- Attend the bid opening.
- Assist the County during the contract award process.

Key Understandings

- County to be the prime author of the bidding documents, coordinating and leading the request for bids/procurement efforts, preparing responses to RFIs/clarification and performing construction administration/construction management duties.

Meetings

- Meetings will be conducted via telephone conference calls.

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

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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 Olivia Williams (Civil).

Contingency

Task 12: Additional Services

Task 12.A Additional Environmental Documentation (ED) and Permitting

Objective

The purpose of the task is to provide additional assistance assuming additional meetings or unanticipated additional effort is needed during the CEQA and permitting phase of the project. This work will be in addition to the work described in Task 3 above.

HDR Services

- **Public Scoping Meeting:** Plan, promote and facilitate a public scoping meeting within the required scoping period following the NOP to the general public per CEQA scoping meeting requirements.
- **Online Public Environmental Meetings:** In an attempt to capture the silent majority, HDR recommends creating online meetings to compliment the in-person meetings. These convenient online tools allow us to reach a broader audience at their chosen time to raise the level of participation and feedback. The online meetings will offer the public a more convenient alternative to the traditional, one time opportunity to attend an evening meeting. The web-based virtual meeting format enables interested parties to view information for a longer duration and comment on project elements from any location during the period of time the online meeting is live, in this case, for the duration of the public review periods for both the Scoping and Circulation meetings.
- **Draft ED Public Meeting:** Plan and facilitate one public meeting to garner formal comments from the public on the Draft environmental document after it has been available for review for at least 20 days. A court reporter will be on hand to record all comments at each meeting as well as comment cards for those who wish to write their comments. The public will also have opportunity to email comments or submit via the online meeting housed on the project webpage.

Key Understandings

- The County will be the primary contact for the public. HDR will serve as the County's advisor in terms of facilitating public meetings and preparing outreach materials.

Meetings

- One (1) public (Key stakeholders) scoping meeting prior to issuance of the CEQA document.
- One (1) Draft Document public meeting.
- Online Public Meetings.
- Board of Supervisor approval of the EIR, mitigated monitoring plan and statement of overriding considerations.

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

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

The total costs to provide design services for the McCourtney Road Transfer Station shall not exceed \$1,682,813.95. An estimate of expenses by task is shown below. Hourly billing rates provided by the consultant are attached hereto.

| Task # | Task Description | Labor | Expenses and Subs | Total |
|---------------|---|--------------|--------------------------|-----------------------|
| 1 | Project Management | \$69,240.36 | \$330.00 | \$69,570.36 |
| 2 | Innovative Design – Refinement and Basis of Design Document | \$74,290.76 | \$11,437.25 | \$85,728.01 |
| 3 | Environmental Documentation and Permitting | \$10,080.32 | \$121,330.00 | \$131,410.32 |
| 4 | Public Outreach and Meetings | \$83,932.93 | \$7,095.00 | \$91,027.93 |
| 5 | Geotechnical Services | \$2,383.80 | \$22,000.00 | \$24,383.80 |
| 6 | Surveying Services | \$2,546.72 | \$31,735.00 | \$34,281.72 |
| 7 | Design and Construction Documents Phase 1 & Phase 2 | \$829,523.01 | \$43,230.00 | \$872,753.01 |
| 8 | Value Engineering and Constructability Review | \$28,899.32 | \$6,380.00 | \$35,279.32 |
| 9 | Permitting – Planning, Building, Public Works | \$28,699.06 | \$495.00 | \$29,194.06 |
| 10 | Bid Support | \$22,817.30 | \$165.00 | \$22,982.30 |
| 11 | Construction Support Phase 1 and 2 | \$184,741.20 | \$5,225.00 | \$189,966.20 |
| 12 | Contingency Task | \$96,236.92 | | \$96,236.92 |
| | | | | \$1,682,813.95 |

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.

Expenses

| Expense Type | Cost |
|----------------------------|--------------------------------|
| Vehicle Mileage (per mile) | Current Federal Allowable Rate |
| Color Copy | Cost plus 10 percent |
| Photocopies | Cost plus 10 percent |
| Plotting | Cost plus 10 percent |
| Consultants/Subcontractors | Cost plus 10 percent |
| Other Expenses | Cost plus 10 percent |

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 |

| N V S | |
|--|----------|
| PERSONNEL | |
| Project Assistant | \$90 |
| AutoCAD Operator | \$115.50 |
| Technical Editor | \$93.50 |
| Assistant Engineer/Geologist | \$132 |
| Staff Scientist | \$154 |
| Staff Engineer/Geologist | \$154 |
| Project Engineer/Geologist | \$170.50 |
| Senior Engineer/Geologist | \$181.50 |
| Associate Engineer/Geologist | \$192.50 |
| Principal | \$258.50 |
| Expert Testimony and Deposition (four-hour minimum) | \$374 |
| Engineering Technician I | \$101 |
| Engineering Technician II | \$107 |
| Engineering Technician III | \$113 |
| Certified Welding Inspector (CWI/AWS) | \$125 |
| Non-Destructive Testing (NDT) Technician | \$125 |
| ASNT Level III | \$184 |
| Supervisory Technician | \$135 |
| Construction Services Manager I | \$165 |
| Construction Services Manager II | \$181.50 |
| PREVAILING WAGE SERVICES | |
| Field Soils and Materials Tester, Soils/Asphalt | \$129 |
| ACI Concrete Tester | \$129 |
| ICC Fireproofing | \$126.50 |
| Proofload/Torque Testing | \$126.50 |
| AWS/CWI Certified Welding Inspector | \$135 |
| ASNT Level II Non-Destructive Testing (NDT) | \$142 |
| ICC Certified Structural Inspector | \$132 |
| DSA Masonry/Shotcrete and Lead Inspector | \$142 |
| Travel Time - Tester/Inspector | \$101 |

| N V S | |
|---|-----------------------------------|
| FIELD EQUIPMENT | |
| All-Terrain Vehicle | \$55/day |
| Cone Penetrometer | \$99 half day/ \$176 full day |
| Core Drill Machine | \$165 half day/ \$281 full day |
| DAQ III/Seismic Refraction Survey | \$391/day |
| Ground Penetrating Radar/Profometer | \$440/day |
| Schmidt Hammer | \$28/day |
| pH/Conductivity Meter | \$60/day |
| Photoionization Detector (PID) | \$121/day |
| Tension Ram | \$36/day |
| Turbidity Meter | \$60/day |
| Water Quality Meter (pH, conductivity, temperature, DO) | \$121/day |
| 1.5-Inch Pump and Controllers | \$160/day |
| 4-Inch Pump with Trailer | \$187/day |
| NOTES | |
| <ul style="list-style-type: none"> • Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.70 per mile. • Outside services will be billed at our cost, plus 20 percent. • Overtime rates for Saturday, Sunday, holiday, or over 8 hours/day: hourly rate plus \$35/hour. • Prevailing wage overtime rates for Saturday or over 8 hours/day: hourly rate plus \$35/hour. • Prevailing wage double time rates for Sunday, holiday, or over 12 hours/day: hourly rate plus \$70/hour. • Prevailing wage second shift rates: hourly rate plus \$16/hour. • A minimum 2-hour fee will be charged for scheduled site visits not cancelled in advance of arrival. • Per Diem will be billed at cost plus 20 percent unless other arrangements are made. | |

NJ15
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 |

NJV5
2019 LABORATORY TESTING SERVICES (continued)

| SOIL | AGGREGATE | CONCRETE | ASPHALT | CALIFORNIA TEST METHODS | UNIT COST |
|------|-----------|----------|---------|---|-----------|
| ■ | ■ | ■ | ■ | CTM 202, Analysis of Fine Coarse Aggregate | \$153 |
| | ■ | | ■ | CTM 205, Percent of Crushed Particles | \$100 |
| | ■ | ■ | ■ | CTM 206, Specific Gravity/Absorption Coarse Aggregate | \$123 |
| | ■ | ■ | ■ | CTM 207, Specific Gravity/Absorption Fine Aggregate | \$123 |
| | ■ | | ■ | CTM 208, Apparent Specific Gravity of Fine Aggregate | \$113 |
| ■ | ■ | | | CTM 216, Maximum Wet Density Determination | \$249 |
| ■ | ■ | ■ | ■ | CTM 217, Sand Equivalent | \$125 |
| ■ | ■ | ■ | ■ | CTM 226, Moisture Content by Oven | \$34 |
| ■ | ■ | ■ | | CTM 227, Evaluating Cleanness of Coarse Aggregate | \$119 |
| | ■ | ■ | | CTM 229, Durability Index | \$175 |
| | ■ | ■ | ■ | CTM 234, Uncompacted Void Content of Fine Aggregate | \$123 |
| | ■ | | ■ | CTM 235, Percent of Flat and Elongated Particles | \$101 |
| | | | ■ | CTM 308, Bulk Density Hot Mix Asphalt (HMA) | \$44 |
| | | | ■ | CTM 309, Max Specific Gravity of HMA | \$187 |
| | | | ■ | CTM 370, Moisture Content with Microwave | \$29 |
| | | | ■ | CTM 382, Asphalt Content by Ignition Method | \$184 |
| | | | ■ | CTM 382, Asphalt Content by Ignition Method Correction Factor Development | \$565 |
| | | | ■ | Caltrans LP 2, 3, 4 Aggregate Asphalt and Dust Proportion | \$187 |

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: