

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this _____ day of June, 2015 by and between the Fort Bragg Municipal Improvement District, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("District"), and HDR, Inc., 2365 Iron Point Road, Suite 300, Folsom, CA a California Corporation, ("Consultant").

RECITALS

WHEREAS, District has determined that it requires the following professional services from a consultant: to provide design services for the Wastewater Treatment Plan Upgrade Project; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the legislative body of the District on June 8, 2015, by Resolution No. _____ -2015 authorized execution of this Agreement on behalf of the District in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, District and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows: 1) Project Management, Quality Assurance/Quality Control (QA/QC), and Meetings; 2) Preliminary Design; 3) Contract Documents; 4) Funding Support; 5) Bid Period Service. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

2. TERM

The Agreement term will commence on June 1, 2015 and expire on September 1, 2016 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

District agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted

not more often than monthly to the District and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the District's obligation to pay the Consultant under this Agreement exceed \$699,993.00 (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the District during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from District. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by June 1, 2016 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and District agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the District. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the District. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the District. Consultant will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of the Consultant and the District.

Subcontractor agrees to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the District, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the District, (which acceptance will not be unreasonably withheld), and hold harmless District and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in

connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the District, unless the time for responding is extended by an authorized representative of the District in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement .

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the District certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the District.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to District.

b. **Workers Compensation Insurance.** Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against District and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) District and its officials, officers, employees, agents, and volunteers ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to District or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

e. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

f. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to District.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than

TWO MILLION DOLLARS (\$2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the District.

j. The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

k. All self-insured retentions (SIR) must be disclosed to District for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the District. District reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of the Services. In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

13 LICENSES & PERMITS

a. BUSINESS LICENSE

Before the District will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from the City of Fort Bragg in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the District. Any modification or reuse of such documents by the District without Consultant's prior written consent will be at the District's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of District.

15. TERMINATION AND REMEDIES

a. District may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. District shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the District may have at law or equity, the District may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the District, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon District, Consultant, and their successors. Except as otherwise provided herein, neither District nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

17. REPRESENTATIVES

a. District representative for purposes of this Agreement will be Public Works Director Tom Varga. Consultant representative for purposes of this Agreement will be Holly Kennedy. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

Craig A. Olson
PE, Project Manager
2365 Iron Point Road, Suite
Folsom, CA 95630

Any written notice to District shall be sent to:

Tom Varga
Public Works Director
Fort Bragg Municipal Improvement District
416 N. Franklin Street
Fort Bragg, California 95437

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the District.

19. CONFLICT OF INTEREST PROHIBITION

District and Consultant will comply with the requirements of the District's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the District Clerk a completed Form 700 before commencing performance of the Services unless the District Clerk determines that

completion of a Form 700 is not required, pursuant to District's Conflict of Interest Code. Form 700 forms are available from the District Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with District and to provide any necessary and appropriate information requested by District or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any District official, officer or employee in the performance of the Services, nor may any official, officer or employee of District have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of District. If Consultant was an employee, agent, appointee, or official of District in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse District for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the District reserves all its rights and remedies at law and equity concerning any such violations.

20. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

21. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

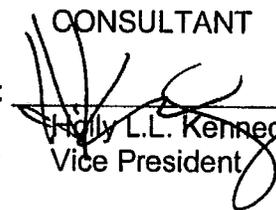
23. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

DISTRICT

By: _____
Linda Ruffing
Its: District Manager

CONSULTANT
By: 
Its: Holly L.L. Kennedy, PE
Vice President

ATTEST:

[Attach Notary Page]

By: _____
Cynthia M. VanWormer, MMC
District Clerk

APPROVED AS TO FORM:

By: _____
Samantha W. Zutler, District Counsel

Exhibits: Exhibit A – Consultant’s Proposal

987116v4 (Jan 2014)

Professional Services Agreement

EXHIBIT A

CONSULTANT'S PROPOSAL

SCOPE OF WORK

Task 1 - Project Management, Quality Assurance/Quality Control (QA/QC), and Meetings

Subtask 1.1 - Project Management and Coordination

A project management plan will be developed to serve as a communication tool for City and HDR staff (and subconsultants). HDR will prepare invoices, progress reports, and decision log updates on a monthly basis. The monthly progress reports will summarize budget and schedule status in measurable terms. Other activities include coordination with City staff and subconsultants through all phases of the contract work, scheduling of staff, and coordinating the quality assurance effort.

Deliverables: Monthly progress reports, invoices, project management plan, and decision log.

Subtask 1.2 - QA/QC Program

HDR will institute and maintain a QA/QC program for the work performed on this project. To ensure objectivity, senior technical staff, not involved in the project, will perform internal QA/QC upon completion of the deliverables before they are submitted to the City.

Deliverables: To be incorporated into the deliverables.

Subtask 1.3 - Kick-off Meeting/Site Visit

HDR will meet with City staff to introduce the project team, collect background information, discuss the City's project goals and objectives, and establish lines of communications. The kick-off meeting will focus on getting the remaining issues on the table, discussing potential alternatives and resolutions, and preparing a detailed and concise action plan, list of needed information and data, defined schedule, and list of participants with their assignments. After the kick-off meeting, HDR will tour the wastewater treatment plant facilities.

Deliverables: Meeting agenda, minutes, action plan, and schedule.

Subtask 1.4 - Progress Meetings/Site Visits

HDR will meet with City staff to discuss comments on draft design confirmation memo, 50 percent design submittal, and 90 percent design submittal. A review comments log will be kept

to ensure design comments are incorporated. Design review comments will be encouraged and welcome from the City's engineering and operations personnel.

In addition, HDR's budget assumes up to three addition meetings with City staff, Fort Bragg City Council, or committees to discuss options and present project status.

Deliverables: Meeting agenda and minutes.

Task 2 - Preliminary Design Phase

Subtask 2.1 - Background Information Review

HDR will review the background information collected, which is expected to include:

- Predesign Summary Report, Volumes 1 and 2, dated September 2013.
- Development of Design Criteria Technical Memorandum dated February 2013.
- Evaluation of Aero-Mod System Technical Memorandum dated May 2013.
- Previously developed improvement drawings for wastewater treatment plant improvements.
- Regulatory Review Technical Memorandum dated February 2013.
- Evaluation of On-Site Stormwater Handling Requirements Technical Memorandum dated March 2013.
- 2013 and 2014 wastewater treatment facility analytical data (monthly averages).
- Monthly Operations Summary dated January 2015.
- Estimated growth in loading and/or flows, supplemental to the data in Table 4-1.
- Evaluation of Options for Collection System Pump Station Upgrades Technical Memorandum dated March 2013.
- Geotechnical Investigation Report dated May 2001 and 1987 geotechnical investigations.
- Available surveying and mapping that defines improvements or project site.

Deliverables: To be incorporated into predesign and design documents.

Subtask 2.2 - Surveying

HDR's local surveying subconsultant, Forrest Francis Land Surveyor, will perform site topographic surveys and other field investigations to refine predesign report to plans and construction documents. Existing survey information will be used to the greatest extent possible.

Up to four days of crew time have been budgeted for this subtask. Unless required for the final bid package, property boundary surveys will not be completed.

Deliverables: Base map suitable for design.

Subtask 2.3 - Geotechnical Report

HDR will perform a geotechnical investigation, which will include:

- Review of available geotechnical and geologic information regarding the project area, including the previous Harding Lawson and Associates (HLA, 987) and Kleinfelder (KLF, 2001) reports, and published geologic information pertaining to the site vicinity.
- Undertake a field investigation program consisting of up to four test borings at locations to be determined later. Borings will be advanced by a subcontractor driller under our observation, to depths of about 20 feet or to practical refusal in bedrock, whichever is shallower. Prior to performing the field exploration, HDR's team will obtain the required County of Mendocino boring permit, mark the proposed test boring locations, and Underground Service Alert (USA).
- Perform geotechnical laboratory testing on selected samples recovered from the test borings.
- Perform engineering analyses to develop geotechnical conclusions and recommendations for the project. A geotechnical investigation report will be prepared that will describe subsurface conditions encountered, field and laboratory test data, logs of the test borings, and a site plan showing the location of each exploration. The report will present our discussions, conclusions, and recommendations for the proposed structures.

Deliverables: Draft and final geotechnical report.

Subtask 2.4 - Predesign Report Review/Update

The Predesign Summary Report, Volumes 1 and 2, dated September 2013, will be reviewed for opportunities to improve design, which may include construction cost decrease, operation cost decrease, improved efficiencies, reduced power requirements, and reasonable anticipated regulatory changes. The following updates are anticipated:

2.4.1 Update Stormwater Handling

HDR will update the stormwater handling analysis to address the grading that was completed for the perimeter of the existing wastewater treatment plant site to eliminate run-on water from adjacent lands. Opportunities to improve design, which include construction cost decrease, operation cost decrease, improved efficiencies, and reduced power requirements will be addressed, such as:

- Considering infiltration trenches or similar improvements in-lieu of tight line storm drain pipes. The intent is minimize the amount of stormwater to be conveyed on-site and treated.
- Possibility of eliminating on-site pumping of stormwater. If needed, pump efficiencies shall be optimized. Use of excavated materials can be used to regrade the demolished facilities.
- Reviewing and minimizing stormwater handling pipe layout to minimize the size and scope of this piping system.

Deliverables: Memorandum summarizing the updated stormwater handling analysis.

2.4.2 Solids Handling

HDR will analyze the feasibility of what may be necessary (e.g. extra treatment) to reach a Class A biosolids standards for the sludge. HDR will analyze and make recommendations for other, practical re-use of the treated sludge as a raw material or finished product. One such alternative that will be evaluated will be the use of a thermal dryer. A biosolids thermal dryer is currently being used at the City of Rio Dell's wastewater treatment plant.

HDR will also evaluate options for providing sufficient dewatering of solids, which shall include centrifuge, screw press, and belt filter press. An appropriate dewatering method shall be recommended for incorporation into the design.

Deliverables: Memorandum summarizing the solids handling analysis.

2.4.3 Power Requirements

HDR shall review overall energy needs for new plant and make recommendations for practical efficiency improvements to be incorporated into the design. In addition, HDR will analyze alternative methods for generating energy at the plant, which includes using wind power or solar on site. The feasibility of a fat, oil, and grease (FOG) receiving station at the treatment plant will be investigated.

Deliverables: Memorandum summarizing the power requirements and potential alternative energy sources.

Subtask 2.5 - Design Confirmation Memorandum

HDR will prepare a design confirmation summary memorandum, which will include updated Subtask 2.4 memorandums after City review of the draft memorandums, and the recommendations regarding key equipment, including the pumping, electrical, and instrumentation systems.

The design memorandum will also include a brief evaluation of the proposed activated sludge system. HDR will identify opportunities to improve the activated sludge design, which include

construction cost decrease, operation cost decrease, improved efficiencies, and reduced power requirements. HDR's analysis will include:

- Identifying the constraints created by other elements of the treatment process elements affecting the expansion of the activated sludge system.
- Reviewing the hydraulic profile will be reviewed and identifying improvements
- Determining if lowering the grade(s) of activated sludge units could potentially eliminate pumping as well as cost.
- Analyzing the feasibility of achieving Title 22 water recycling status.
- Evaluating the control systems for the new improvements to the wastewater treatment plant for ease of incorporation into a future Supervisory Control and Data Acquisition System (SCADA).

Deliverables: Memorandum confirming improvements to be designed.

Task 3 - Contract Documents

Subtask 3.1 - Main Project Design

Once consensus has been reached on the recommended project, HDR will proceed with design. The budget for this task assumes the following will be designed:

- Replacement of the existing trickling filters and clarifiers with an Aero-Mod SEQUOX activated sludge system. The activated sludge system will address the updates identified in Subtask 2.5.
- Repurposing the clarifiers into emergency/flow equalization and/or storm run-off storage.
- Treatment of on-site stormwater, including the updates identified in Subtask 2.4.1.
- Solids handling recommendation identified Subtask 2.4.2.
- Power requirements recommendations identified in Subtask 2.4.3.

The following is also assumed:

- No modifications to the existing disinfection system.
- The dewatering technology identified in Subtask 2.4.2 will be located in the existing dewatering building. No new building will be designed for the belt press facility.
- The new standby generator will be installed in the existing generator building or in the new blower building. No separate building will be designed for the standby generator.

Drawings will be prepared in AutoCAD. Design plans will be developed utilizing industry standard scales, in English (not metric) engineering units. Table 1 shows a preliminary listing of drawings anticipated for the project.

TABLE 1 - PRELIMINARY LIST OF DRAWINGS ANTICIPATED FOR THE PROJECT		
No.	Sheet No.	Drawing Description
General		
1	G1	Cover Sheet with Location Maps
2	G2	Sheet List
3	G3	Abbreviations
4	G4	Symbols Legend
5	G5	Process Flow Diagram and Design Criteria
6	G6	Hydraulic Profile
7	G7	Standard Details - Divisions 5 through 14
8	G8	Standard Details - Division 15-1
9	G9	Standard Details - Division 15-2
10	G10	Standard Details - Pipe Supports
Civil		
11	C1	Site Key Plan
12	C2	Site Grading and Paving Plan 1
13	C3	Site Grading and Paving Plan 2
14	C4	Yard Piping Plan
15	C5	Contractor Staging Area, Fencing Plan, and General Notes
16	C6	Site Sections and Details 1
17	C7	Site Sections and Details 2
Demolition		
17	X1	Site Demolition Plan and Key Map
18	X2	Existing Primary Biofilter Demolition Plan and Details
19	X3	Existing Secondary Biofilter Demolition Plan and Details
20	X4	Existing Sludge Dewatering Building Equipment Demolition Plan and Sections

TABLE 1 - PRELIMINARY LIST OF DRAWINGS ANTICIPATED FOR THE PROJECT

No.	Sheet No.	Drawing Description
21	X5	Existing Sludge Dewatering Building Equipment Demolition Sections and Details
22	X6	Existing Sludge Drying Beds Demolition Plan, Sections, and Details
23	X7	Existing Sludge Drying Beds Demolition Sections and Details
24	X8	Existing Primary Clarifier Demolition Plan and Details
25	X9	Existing Secondary Clarifier Demolition Plan and Details
26	X10	Existing Miscellaneous Structure Demolition Plan and Sections
Architectural		
27	A1	Architectural Site Code Plan
28	A2	Blower Building Exterior Elevations
29	A3	Architectural Door, Window, and Room Finish Schedules and Details
30	A4	Architectural Details 1
31	A5	Architectural Details 2
Mechanical		
32	M1	Mechanical Symbols and Legends
32	M2	HVAC and Plumbing Schedules
34	M3	Blower Building HVAC Plan
35	M4	Blower Building Plumbing and Drainage Plan
Structural		
36	S1	Structural General Notes 1
37	S2	Structural General Notes 2
38	S3	Typical Concrete Details 1
39	S4	Typical Concrete Details 2
40	S5	Typical Concrete Details 3
41	S6	Typical Concrete Walls Details
42	S7	Typical Block Wall Details
43	S8	Typical Grading Details

TABLE 1 - PRELIMINARY LIST OF DRAWINGS ANTICIPATED FOR THE PROJECT

No.	Sheet No.	Drawing Description
44	S9	Opening and Penetrations
45	S10	Metal Star and Railing Details
46	S11	Biological Treatment Facility Structural Plan
47	S12	Biological Treatment Facility Structural Section 1
48	S13	Biological Treatment Facility Structural Section 2
49	S14	Biological Treatment Facility Aluminum Stair Plan and Sections
50	S15	Biological Treatment System Influent Pumping Station Plan
51	S16	Biological Treatment System Influent Pumping Station Sections and Details
Process		
52	P1	Biological Treatment Facility Process Connection Location Plan
53	P2	Biological Treatment Facility Pipe Connection Sections
54	P3	Existing Headworks Modification Plan and Sections
55	P4	Blower Building Foundation Plan and Sections
56	P5	Blower Building Floor Plan and Sections
57	P6	Blower Building Roof Framing Plan and Details
58	P7	Dewatering Building Plan and Sections 1
59	P8	Dewatering Building Plan and Sections 2
60	P9	Existing Effluent Pump Station Demolition and Modification Plans and Sections
Electrical		
61	E1	Electrical Symbols and Legend
62	E2	Electrical Single-Line Diagrams
63	E3	Electrical Panel Schedules
64	E4	Electrical Control Diagrams 1
65	E5	Electrical Control Diagrams 2
66	E6	Electrical Control Diagrams 3
67	E7	Electrical Site Plan 1

TABLE 1 - PRELIMINARY LIST OF DRAWINGS ANTICIPATED FOR THE PROJECT		
No.	Sheet No.	Drawing Description
68	E8	Electrical Site Plan 2
69	E9	Electrical Underground Duct Bank, Conduit, and Conductor Schedules
70	E10	Blower Building Power and Lighting Plans
71	E11	Biological Treatment Facility Power Plan
72	E12	Biological Treatment Facility Lighting Plan
73	E13	Biological Treatment System Influent Pumping Station Electrical Plan
74	E14	Biological Treatment System Influent Pumping Station Electrical Details
75	E15	Electrical Details 1
76	E16	Electrical Details 2
77	E17	Electrical Details 3
78	E18	Electrical Details 4

Specifications will be prepared in Construction Specifications Institute (CSI) format using Microsoft Word. HDR's budget for this task assumes that the City will prepare and provide a set of General Conditions and Special Provisions, bid form, example agreement and other “front-end” sections for HDR to incorporate into the bid set, and that HDR’s master specifications will be used as a basis for the technical provisions.

The contract documents will include a requirement of contractor to supply all operations, maintenance manuals, as well as training. Bid schedule shall be developed with unit prices. Appropriate language and provisions in the contract documents related to state or federal funding will be included.

Engineer’s opinion of construction cost will be prepared in Microsoft Excel.

Drawings, specifications, and engineer’s estimate of probable construction cost will be submitted to the City for review and approval at the 50 and 90 percent design stages. The bid set (100 percent design) will include final drawings and specifications ready for advertising for bids in accordance with the City’s final review comments.

Deliverables: Three sets of half-size (11” x 17”) drawings, bound copies of technical specifications, and engineer’s opinion of construction cost for review by City personnel at the 50 and 90 percent design stages. Three bound sets and one reproducible original sets of half-size drawings, technical specifications, and engineer’s opinion of construction cost at the 100 percent design stage. CD containing electronic PDF files of bid set drawings and specifications.

Task 4 - Funding Support

HDR will provide a funding investigation and project support for funding assistance, which is assumed to involve State Water Resources Control Board (SWRCB) and State Revolving Fund (SRF) assistance. This task excludes both the Clean Water State Revolving Fund (CWSRF) working directly with the SWRCB and the Infrastructure State Revolving Fund (ISRF) working with the Infrastructure Bank (I-Bank). This task assumes preparation and processing of the SWRCB/SRF funding application will be handled by the City.

Subtask 4.1 - Funding Investigation

HDR will conduct a review of two other potential funding opportunities that may be applicable to the City, including opportunities with the U.S. Department of Agriculture (USDA) and an additional California agency that may have Proposition 1 funds soon available. HDR will discuss potential additional opportunities with the City. HDR will also help coordinate inquiries between the California Financing Coordinating Committee (CFCC) and the City.

HDR will identify which programs will reimburse cost incurred before funding award.

If the City would like HDR to assist in the pursuit of funding in addition to the scoped SWRCB grant/loan effort, the work would be performed on a time and materials basis to be agreed upon following the determination of the funding pursuit.

Up to 60 hours have been budgeted for this subtask.

Subtask 4.2 - Meetings

HDR will participate in the following meetings (*assumed by teleconference*):

- Initial project/process coordination with City staff, SWRCB Division of Financial Assistance (DFA) staff.
- Progress meeting with City staff for completed application.
- One onsite meeting with SWRCB.

Deliverables: Meeting agenda and minutes.

Subtask 4.3 - Project Definition and Preliminary Analysis/Coordination

HDR will prepare for City staff a listing of detailed requirements and checklist for completing SWRCB/SRF funding, prepare a listing of likely City Council/legal counsel actions required for completing SWRCB/SRF funding application, provide the City with samples and/or templates for planned Council actions

HDR will collect and review existing City documents for candidate project to establish initial project definition (we understand that City is not yet positioned on the current fiscal year Project Priority List, which can be quickly remedied by DFA staff).

HDR will perform preliminary coordination with SWRCB staff to alert them to pending application and initial issues (*may require some preliminary project submittals to SWRCB and preparation of the Financial Assistance Application Submittal Tool [FAAST]*), and perform ongoing coordination (*assume 12-month duration*).

HDR will coordinate with the City's legal counsel, as well as City staff and other project consultants throughout application preparation.

HDR will assist City staff in developing critical issue list, early critical equipment selection needs, if any, and other special needs, if any, for consideration by SWRCB staff.

Deliverables: SWRCB/SRF checklist.

Task 7 - Bid Period Services

Subtask 7.1 - Prebid Meeting

HDR will assist the City with conducting a job walk and attend the prebid conference to meet with prospective contractors and answer contractor questions.

It is assumed that the City will receive and record contractor written and faxed questions, evaluate the bids, and prepare, negotiate, and execute the construction agreement with the selected contractor.

It is also assumed that no addenda to the contract documents will be provided by HDR for distribution to plan and specifications holder.

Deliverables: Prebid meeting minutes.

SCHEDULE

Figure 1 shows the proposed time schedule for completion of the work.

BUDGET

Table 3 presents the estimated work effort and budget to perform the scope of work described above.

RATE SCHEDULE

HDR will invoice the City by HDR's standard employee hourly billing rate for services provided. The billing rates cover payroll cost, employee benefits, and HDR overhead and profit. The ranges of hourly billing rates shown on in Table 4 are intended to illustrate typical rates for each billing category. These rates are effective until December 31, 2016.

Table 3 - Estimated Work Effort and Cost

Fort Bragg Municipal Improvement District No. 1
Wastewater Treatment Plant Upgrade

Task No.	Task Description	Tech Specialist	Project Manager	Project Engineer	Process Engineer	Sr. Struct Engr	Struct Engr	Mech Engr	Sr. Elect Engr	Arch	Sr. Geotech Engineer	Geotech Engineer	Funding Specialist	CADD Tech	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
	<i>Rates</i>	\$ 295.00	\$ 295.00	\$ 170.00	\$ 205.00	\$ 240	\$ 150	\$ 220	\$ 265	\$ 175	\$ 260	\$ 125	\$ 130	\$ 160	\$ 110					
Task 1 - Project Management, QA/QC, and Meetings																				
1.1	Project Management and Coordination		120	20											24	164	\$41,440	\$414		\$41,854
1.2	QA/QC Program	120													8	128	\$36,280	\$363		\$36,643
1.3	Kick-off Meeting/Site Visit		8	8	8				8						2	34	\$7,700	\$385		\$8,085
1.4	Progress Meetings/Site Visits (up to 6)		24	32	8	8		8	16						3	99	\$22,410	\$1,121		\$23,531
	Subtotal Task 1	120	152	60	16	8	0	8	24	0	0	0	0	0	37	425	\$107,830	\$2,283	\$0	\$110,113
Task 2 - Preliminary Design Phase																				
2.1	Background Information Review		8	16	8				4							36	\$7,780	\$78		\$7,858
2.2	Surveying			4												4	\$680	\$10	\$11,218	\$11,908
2.3	Geotechnical Report										34	90		6	8	138	\$21,930	\$2,500	\$3,465	\$27,895
2.4.1	Updated Stormwater Handling		4	16	24											44	\$8,820	\$441		\$9,261
2.4.2	Solids Handling		4	40											2	46	\$8,200	\$410		\$8,610
2.4.3	Power Requirements								40						2	42	\$10,820	\$541		\$11,361
2.5	Design Confirmation Memorandum	4	4	24	34				8						4	78	\$15,970	\$799		\$16,769
	Subtotal Task 2	4	20	100	66	0	0	0	52	0	34	90	0	6	16	388	\$74,200	\$4,778	\$14,683	\$93,661
Task 3 - Contract Documents																				
3.1	Main Project Design	0	140	388	104	56	84	33	209	20	16	16	0	1,260	142	2,468	\$444,145	\$29,138	\$0	\$473,283
3.1.1	50% Drawings, Specifications, and Cost Estimate		70	144	54	24	36	17	76	10	8	8		540	70	1,057	\$190,170	\$11,410		\$201,580
3.1.2	90% Drawings, Specifications, and Cost Estimate		35	144	36	24	36	8	76	8	4	4		360	36	771	\$139,745	\$9,732		\$149,477
3.1.3	Final Drawings, Specifications, and Cost Estimate		35	100	14	8	12	8	57	2	4	4		360	36	640	\$114,230	\$7,996		\$122,226
	Subtotal Task 3	0	140	388	104	56	84	33	209	20	16	16	0	1,260	142	2,468	\$444,145	\$29,138	\$0	\$473,283
Task 4 - Funding Support																				
4.1	Funding Investigation												60			60	\$7,800	\$390		\$8,190
4.2	Meetings (up to 3)												18		1	19	\$2,450	\$123		\$2,573
4.3	Project Definition and Preliminary Analysis/Coordination			10									52		6	68	\$9,120	\$456		\$9,576
	Subtotal Task 4	0	0	10	0	0	0	0	0	0	0	0	130	0	7	147	\$19,370	\$969	\$0	\$20,339
Task 5 - Bid Period Services																				
5.1	Prebid Meeting		8													8	\$2,360	\$236		\$2,596
	Subtotal Task 5	0	8	0	0	0	0	0	0	0	0	0	0	0	0	8	\$2,360	\$236	\$0	\$2,596
COLUMN TOTALS		124	320	558	186	64	84	41	285	20	50	106	130	1,266	202	3,436	\$647,905	\$37,404	\$14,683	\$699,992

TABLE 4 - HDR ENGINEERING, INC., RATE SCHEDULE JANUARY 1, 2015, TO DECEMBER 31, 2016	
Job Classification	Hourly Billing Rate
Administration/Clerical	\$110
Architect	\$175
CAD Technician	\$160
Drafter	\$110
Senior Electrical Engineer	\$265
Electrical Engineer	\$170
Funding Specialist	\$130
Geotechnical Engineer	\$125
Sr. Geotechnical Engineer	\$260
Mechanical Engineer	\$220
Project Engineer	\$170
Process Engineer	\$205
Project Manager	\$295
Staff Engineer	\$165
Structural Engineer	\$150
Sr. Structural Engineer	\$240
Technical Specialist	\$295

Expenses

In-House Expenses

Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30
Bond Plotting - Black & White (per square foot)	\$0.15
Bond Plotting - Color (per square foot)	\$0.90

Please Note: Technology charges include computer, computer aided design and drafting (CADD), network, software, and other related technology services. Subconsultants are charged with a five percent markup.