

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
HDR ENGINEERING, INC.**

THIS AGREEMENT is made and entered into this \_\_\_ day of December, 2020 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and HDR ENGINEERING, INC., a Nebraska corporation, 2365 Iron Point Road, Suite 300, Folsom, California 95630 (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to prepare plans and specifications for the Water Treatment Plant Rehabilitation Project, City Project No. WTR-00017, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in **Exhibit A** (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on December 14, 2020 by Resolution No. \_\_\_\_\_ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be

liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. 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 City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set

forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **Four Hundred Twenty-six Thousand Five Hundred Thirteen Dollars (\$426,513)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

## 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in

accordance with this Agreement by **November 11, 2021**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and expire on **February 11, 2022** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees,

and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be **John Smith, Public Works Director**. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the

progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates **Craig Olson, PE**, as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:  
Holly L.L. Kennedy  
HDR Engineering, Inc.  
2365 Iron Point Road, Suite 300  
Folsom, CA 95630  
Tel: 916-817-4700  
Fax: 916-817-4747

IF TO CITY:  
City Clerk  
City of Fort Bragg  
416 N. Franklin St.  
Fort Bragg, CA 95437  
Tel: 707-961-2823  
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense,



from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or 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 the City, Consultant shall indemnify, defend, and hold harmless City 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 City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political

Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. 6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement. If the clarification and/or explanation was required as a result of errors or omissions in Consultant's work, such clarification and/or explanation will be at no additional cost to the City. Otherwise, Consultant will be compensated for such clarification and/or explanation. In the event that a negligent error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the reasonable satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

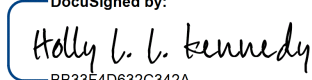
6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT


By: \_\_\_\_\_  
Tabatha Miller  
Its: City Manager

DocuSigned by:  
  
BB33F4D632C342A...  
By: \_\_\_\_\_  
Holly L.L. Kennedy, PE  
Its: Senior Vice President

ATTEST:

By: \_\_\_\_\_  
June Lemos, CMC  
City Clerk

APPROVED AS TO FORM:

  
By: \_\_\_\_\_  
Keith F. Collins  
City Attorney

# E. Scope of Work

## Project Understanding

HDR's understanding of the project is based on discussions with City staff and a site visit. Figure E-1 shows the site plan and key project components.

HDR will provide final design services (preparation of bidding documents, including plans and specifications) for two independent projects that will be identified in the preliminary engineer's report:

- Water treatment plant rehabilitation project
- Storage Tank No. 2 rehabilitation project

## Scope of Work

HDR's work plan (see Figure E-2 on the following page) for the City's project is designed to be efficient, but flexible and responsive. We have shown the water treatment plant design and funding support activities as parallel tracks, with stakeholder workshops after key submittals to assure that all of the City's comments have been appropriately addressed and the project is ready to advertise for bids.

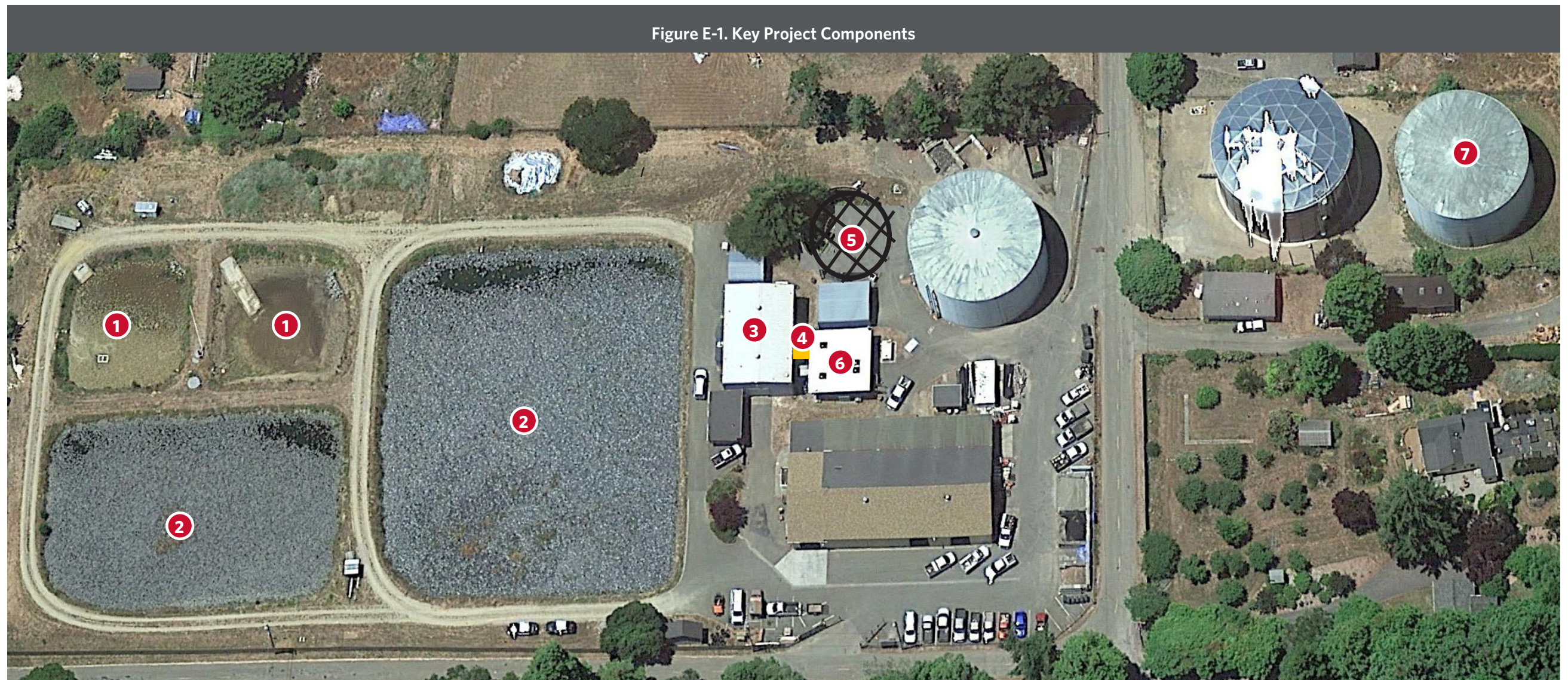
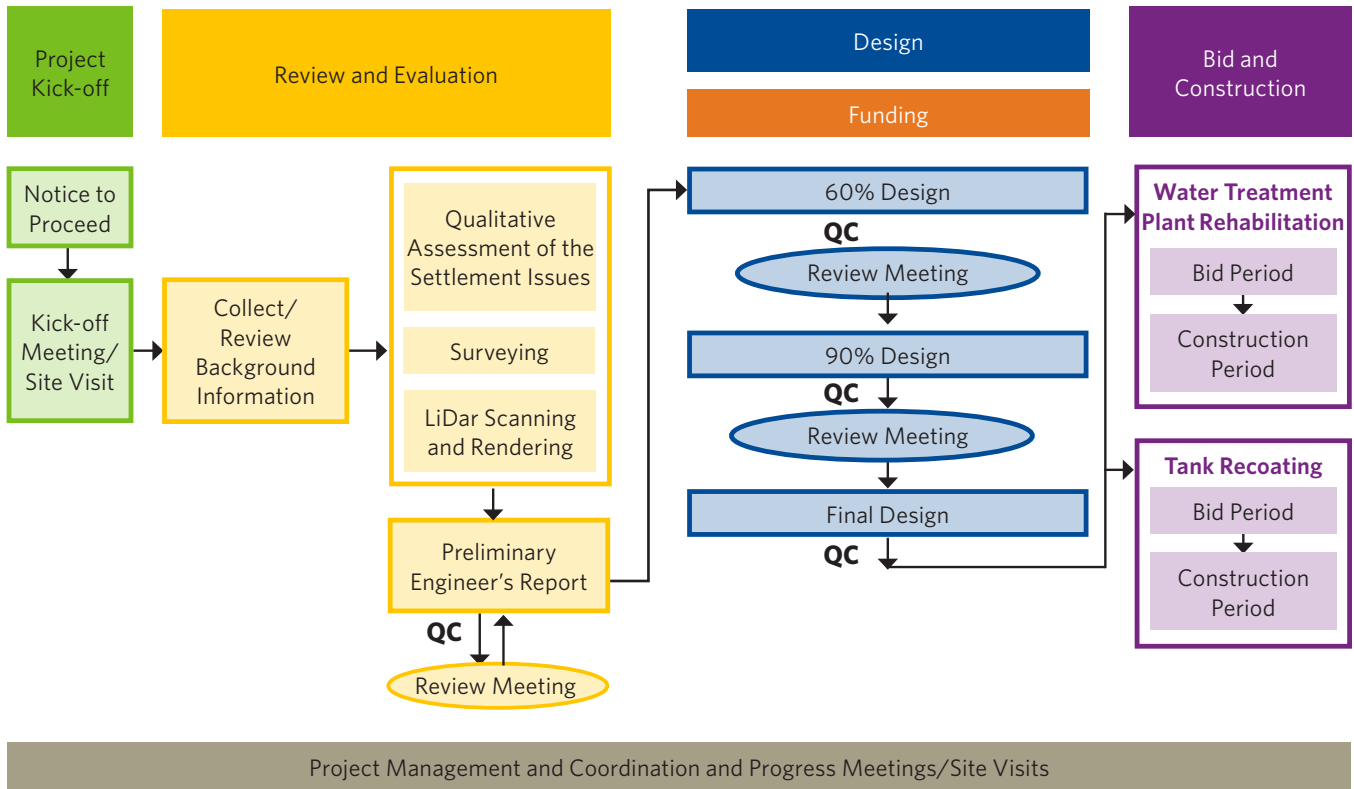


Figure E-1. Key Project Components

- 1 Backwash Ponds:** Install high density poly ethylene (HDPE) liner to slope of backwash ponds to eliminate exfiltration and leakage. Remove sludge and sediment in the backwash ponds. Salvage existing concrete bottom.
- 2 Raw Water Storage Ponds:** Install HDPE liner to sides and bottom of raw water storage ponds to eliminate exfiltration and leakage.
- 3 Water Treatment Building:** Replace building roof. Rehabilitate the filter treatment units. Upgrade and modify water plant piping, including flow meters and valves. Replace ventilation system. Upgrade plant PLCs and provide backups. Designer to perform a qualitative observation of foundation issues. Replace cabinets in Laboratory Room.
- 4 Blower Building:** Build new blower building. Match exterior architecture of the new building with adjacent buildings.
- 5 Old Clarifier:** Demolish old clarifier, and add paving here and behind Tank #1.
- 6 Control Building:** Replace control building with metal building, replace chemical feed pump, relocate laboratory, upgrade SCADA control system, and remove out-of-date electrical equipment. Upgrade miscellaneous piping. Add overhead beams for pump maintenance.
- 7 Storage Tank #2:** Move discharge/effluent piping from the tank interior to the exterior and upsize to 16 inches. Remove the fill pipe from tank interior to the exterior, and add a flow meter to this pipe. Connect the new 16-inch future use stub to the nearby 20-inch-diameter distribution line. Add a flow meter to the 16-inch portion of the pipe. Connect the existing 16-inch pipe stub to the distribution pipe in Cedar Street. Entire tank needs to be recoated (interior and exterior). Tank #2 rehabilitation will be a separate drawing package so it can be bid separately from water treatment plant rehabilitation.



**Figure E-2. Proposed Workplan**

## Task 1 - Project Management, QA/QC, and Meetings

### Subtask 1.1 - Project Management and Coordination

This subtask includes the management activities needed for on-time and on-budget project completion, and to address the City’s concerns. A project management plan will be developed to serve as a communication tool for City and HDR staff (and our subconsultant). 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 our subconsultant through all phases of the contract work, scheduling of staff, and coordinating the quality assurance effort.

**Deliverables:** PDF of monthly invoices and progress reports, project management guide, 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. For

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 water treatment plant site. Up to three HDR team members will attend the kick-off meeting and site visit. COVID-19 social distancing and facial mask protocols will be followed, if still applicable.

**Deliverables:** PDF of meeting agenda and minutes.

**E. Scope of Work**

City of Fort Bragg | Water Treatment Plant Rehabilitation Project (City Project No. WTR-00017)

**Subtask 1.4 - Progress Meetings**

HDR will meet with City staff via web-based conferencing application to discuss comments on draft preliminary engineer's report, 60 percent design submittal, and 90 percent design submittal. A review comments log will be kept to make sure design comments are incorporated. Design review comments will be encouraged and welcome from the City's engineering and operations personnel.

COVID-19 social distancing and facial mask protocols will be followed for in-person meetings, if still applicable.

**Deliverables:** Meeting agenda and minutes.

**Task 2 - Preliminary Design Phase****Subtask 2.1 – Preliminary Engineer's Report**

HDR will prepare a preliminary engineer's report that provides the necessary information to support grant and loan applications, including for the U.S. Department of Agriculture (USDA) Rural Development Loans and Grants and State Revolving Fund (SRF).

The preliminary engineer's report will include the following:

- Project introduction and background
- Recommendations regarding key equipment, including the pumping, electrical, and instrumentation systems and structural improvements
- Design criteria for new equipment
- Qualitative assessment of settlement issues
- Schematic layouts (if required for evaluation)
- Cost estimate
- Vendor cut sheets and vendor quotes
- Plan drawings showing site layouts will be provided

This task includes time for a geotechnical engineer to perform a site visit for qualitative assessment of settlement issues.

This task assumes field geotechnical investigation including, but not limited to, test borings and follow-

up lab analysis is not required. The qualitative assessment of settlement issues shall be performed by an HDR geotechnical engineer solely based on onsite visual observation only.

**Deliverables:** PDF copies of the draft report for review and comment by City staff, and PDF copies of the final report, which will serve as a basis for design.

**Subtask 2.2 – Funding Support**

HDR will investigate and provide support for funding assistance, which is assumed to involve the State Water Resources Control Board (SWRCB), SRF, and USDA. This task assumes preparation and processing of the SWRCB/SRF and USDA funding application will be handled by the City. HDR will also help coordinate inquiries between the California Financing Coordinating Committee (CFCC) and the City.

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

HDR will participate in up to three virtual meetings with funding agencies.

**Deliverables:** Meeting agenda and minutes.

**Task 3 - Contract Documents for Water Treatment Plant Rehabilitation**

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

At the 60% design level, plans and sections will be submitted. At the 90% design level, updated 60% drawings will be submitted. The final design will add the final design details missing from the 90% drawings and incorporate the 90% design comments.

Specifications will be prepared in Construction Specifications Institute (CSI) format using Microsoft Word. Our 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



*The corner of the control building is settling, so HDR's geotechnical engineer will perform a qualitative assessment of the settlement issues to figure out how to mitigate.*



*The filter-to-waste line is too small and needs to be increased.*



*Pipe is settling and needs to be excavated and stabilized.*



*A flow meter needs to be installed.*





**E. Scope of Work**  
City of Fort Bragg | Water Treatment Plant Rehabilitation Project (City Project No. WTR-00017)



*The entire wood building needs to be demolished and replaced with a pre-engineered metal building.*



*Electrical panel (main switchgear for Plant where Pacific Gas & Electric [PG&E] Feed Comes in) needs to be replaced.*



*Add HDPE liner to backwash ponds, while maintaining concrete bottom.*



*Raw water ponds are leaking and need HDPE liner.*



*Pipe penetrations are leaking back to the raw water ponds.*

**TABLE E-1. PRELIMINARY LIST OF DRAWINGS FOR WATER TREATMENT PLANT REHABILITATION PROJECT**

No.	Sheet No.	Drawing Description
<b>General</b>		
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	Construction Sequencing Plan and Details
7	G7	Contractor Staging Area, Fencing Plan, and General Notes
<b>Civil</b>		
8	C1	Site Key Plan
9	C2	Site Grading and Paving Plan
10	C3	Raw Water Storage Reservoir No. 1 & 2 Lining Plan and Sections
11	C4	Backwash Pond Lining Plan and Sections
12	C5	Sections and Details 1
13	C6	Sections and Details 2
<b>Demolition</b>		
14	X1	Site Demolition Plan and Key Map
15	X2	Miscellaneous Pipe Demolition 1 Plan, Photos, and Details
16	X3	Miscellaneous Pipe Demolition 2 Plan, Photos, and Details
17	X4	Miscellaneous Pipe Demolition 3 Plan, Photos, and Details
18	X5	Existing Reactor Clarifier Plan and Details
19	X6	Existing Backwash Pond Plan and Sections (remove sludge and sediment)
20	X7	Laboratory Relocation Plan and Details
21	X8	Filter Treatment Unit Plan, Photos, and Details 1
22	X9	Filter Treatment Unit Plan, Photos, and Details 2
23	X10	Water Treatment Building Roof and HVAC Demolition Photos and Details
24	X11	Water Treatment Building Foundation Demolition Photos and Details
25	X12	Control Building Plan and Details
<b>Building</b>		
26	B1	Laboratory Relocation Plan and Details
27	B2	Blower Room Plan and Section
28	B3	Replacement Control Building Plan (Metal Building)
29	B4	Replacement Control Building Section and Details
30	B5	Building Details 1
31	B6	Building Details 2


**E. Scope of Work**

City of Fort Bragg | Water Treatment Plant Rehabilitation Project (City Project No. WTR-00017)

**TABLE E-1. PRELIMINARY LIST OF DRAWINGS FOR WATER TREATMENT PLANT REHABILITATION PROJECT**

No.	Sheet No.	Drawing Description
<b>Mechanical</b>		
32	M1	Mechanical Symbols and Legends
33	M2	HVAC and Plumbing Schedules
34	M3	Blower Building HVAC Plan and Details
35	M4	Water Treatment Building HVAC Plan and Details
36	M5	Details
<b>Structural</b>		
37	S1	Structural General Notes 1
38	S2	Structural General Notes 2
39	S3	Typical Concrete Details 1
40	S4	Typical Concrete Details 2
41	S5	Blower Room Plan and Section (approximate size 12' x 16')
42	S6	Water Treatment Building Roof Replacement Plan and Details
43	S7	Water Treatment Building Foundation Repair Plan and Details (designer to provide qualitative observation of potential causes)
44	S8	Control Building Upgrades Plan and Details (2 overhead beams for pump removal)
<b>Process</b>		
45	P1	Water Treatment Building Piping Modifications 1 Plan, Sections, and Details
46	P2	Water Treatment Building Piping Modifications 2 Plan, Sections, and Details
47	P3	Water Treatment Building Piping Modifications 3 Plan, Sections, and Details
48	P4	Blower Room Plan and Details
49	P5	Details 1
50	P6	Details 2
<b>Electrical</b>		
51	E1	Electrical Symbols and Legend
52	E2	Electrical Single-Line Diagrams
53	E3	Electrical Panel Schedules
54	E4	Electrical Control Diagrams 1
55	E5	Electrical Control Diagrams 2
56	E6	Electrical Control Diagrams 3
57	E7	Electrical Site Plan
58	E8	Electrical Underground Duct Bank, Conduit, and Conductor Schedules
59	E9	Blower Room Power and Lighting Plan
60	E10	Filter Treatment Unit Electrical Upgrades
61	E11	Control Building Plan and Details (Replacement Utility Meter Cabinet)

TABLE E-1. PRELIMINARY LIST OF DRAWINGS FOR WATER TREATMENT PLANT REHABILITATION PROJECT

No.	Sheet No.	Drawing Description
62	E12	Electrical Details 1
63	E13	Electrical Details 2
<b>Instrumentation</b>		
64	I1	Instrumentation General Notes, Symbols, and Abbreviations
65	I2	Blower - Process and Instrumentation Diagram (P&ID)
66	I3	Chemical Feed Pumps - P&ID

master specifications will be used as a basis for the technical provisions.

At the 60% design level, the major equipment specifications will be submitted. At the 90% and final design levels, the entire set of specifications will be submitted.

Engineer's opinion of construction cost will be prepared in Microsoft Excel at the 60%, 90%, and final design stages. Engineer's opinion of construction cost will be prepared in Microsoft Excel.

#### Assumptions:

- Building design to be performed by civil and/or structural engineer and without the involvement of an architect.
- Existing control building foundation will be capable of supporting new metal building.
- Record drawings are assumed to accurately represent as-built conditions. Scanned versions of record drawings will be used to develop contract drawings including, but not limited to, demolition, process, and electrical drawings.
- No environmental permitting required.
- No surveying required.
- Record drawings are available to be reference for all areas included in the scope of work.

**Deliverables:** PDF copies 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 60 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 final design stage.

## Optional Tasks

### Optional Task A - 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.

### Optional Task B - LiDAR Scanning

HDR will perform a one-day field LiDAR scan. The purpose of the LiDAR scan would be to collect accurate as-built information of the existing treatment plant areas involved with the project. The scanning work will be performed by a two-man crew. This task includes time for travel, setup, scanning and rendering of scan data. The LiDAR scans will produce high quality pictures and point cloud data for reference by designers during design. The LiDAR scans may be viewed using Autodesk ReCAP.

**Deliverables:** LiDAR point cloud file will be utilized for the development of the 60%, 90%, and 100% drawings.

### Optional Task C - Contract Documents for Storage Tank No. 2 Rehabilitation

Drawings will be prepared in AutoCAD. Design plans will be developed utilizing industry standard scales,



## E. Scope of Work

City of Fort Bragg | Water Treatment Plant Rehabilitation Project (City Project No. WTR-00017)

in English (not metric) engineering units. Table E-2 shows a preliminary listing of drawings anticipated for the Storage Tank No. 2 rehabilitation.

At the 90% design level, drawings will be submitted. The final design will add the final design details missing from the 90% drawings and incorporate the 90% design comments.

Specifications will be prepared in CSI format using Microsoft Word. Our 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.

At the 90% and final design levels, the entire set of specifications will be submitted.

Engineer’s opinion of construction cost will be prepared in Microsoft Excel at the 90%, and final design stages. Engineer’s opinion of construction cost will be prepared in Microsoft Excel.

**Deliverables:** PDF copies of half-size drawings, bound copies of technical specifications, and engineer’s opinion of construction cost for review by City personnel at the 60% and 90% 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 final design stage.

### Optional Task D - Prebid Meeting

HDR will assist the City with conducting a job walk and attend the pre-bid conference to meet with prospective contractors and answer contractor questions for the water treatment plant rehabilitation project.

It is assumed that the City to conduct a job walk and pre-bid conference for the Storage Tank No. 2 rehabilitation project without HDR’s assistance.

**Deliverables:** Prebid meeting minutes.

### Optional Task E - Bidding Services

HDR will provide assistance during the bidding period, which includes receiving and recording contractor written and e-mailed questions, issuing up to two addenda to the contract documents for distribution to plan and specification holders. The City will prepare, negotiate, and execute the construction agreement with the selected contractor.

**Assumption:** Scope of work does not include provisions to update contract documents to prepare a “Conformed” set of contract documents.

**Deliverables:** Up to two addenda to the bid set of contract documents, written clarification of contractor questions, and recommendation for award letter.

TABLE E-2. PRELIMINARY LIST OF DRAWINGS FOR STORAGE TANK NO. 2 REHABILITATION PROJECT

No.	Sheet No.	Drawing Description
<b>General</b>		
1	G1	Cover Sheet with Location Maps and Sheet List
2	G2	Abbreviations, Symbols and Legend
3	G3	General Details
<b>Demolition</b>		
4	D1	Storage Tank No.2 Demolition Plan, Photos, and Details
5	D2	Storage Tank No.2 Demolition Section, Photos, and Details
<b>Corrosion</b>		
6	Z1	Storage Tank No.2 Rehabilitation Plan, Photos, and Details
7	Z2	Storage Tank No.2 Rehabilitation Section, Photos, and Details



# F. Budget and Schedule of Charges

## Estimated Budget

Table F-1 presents the estimated work effort and cost breakdown. As shown, we propose to perform the scope of work provided in Section E of this proposal for a total not-to-exceed cost of \$348,460. The estimated work effort and cost for the optional tasks are also provided.

## Rate Schedule

HDR will invoice the City by HDR's 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 the following page are intended to illustrate typical rates for each billing category. These rates are effective until December 31, 2021.

TABLE F-1. ESTIMATED WORK EFFORT AND COST																	
No.	Task Description	Tech Specialist 4	Sr. Project Manager	Engr 2	Engr 5 (Struct)	Engr 5 (Mech)	Engr 5 (Elect)	Engr 2 (Funding)	Engr 5 (Coatings)	Engr 5 (Geotech)	CADD Tech	Admin/ Clerical	Total HDR Hours	Total HDR Labor	Total HDR Expenses	Sub Cost	Total Cost
<b>Task 1 - Project Management, QA/QC, and Meetings</b>																	
1.1	Project Management and Coordination		40	20								20	80	\$17,900	\$50		\$17,950
1.2	QA/QC Program	60										8	68	\$18,740	\$50		\$18,790
1.3	Kick-off Meeting/Site Visit		8	8			8					2	26	\$6,300	\$300		\$6,600
1.4	Progress Meetings (up to 3)		8	20	8	4	8				8	3	59	\$13,190	\$1,400		\$14,590
<b>Subtotal Task 1</b>		<b>60</b>	<b>56</b>	<b>48</b>	<b>8</b>	<b>4</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>33</b>	<b>233</b>	<b>\$56,130</b>	<b>\$1,800</b>	<b>\$0</b>	<b>\$57,930</b>
<b>Task 2 - Preliminary Design Phase</b>																	
2.1	Preliminary Engineer's Report		8	80	12	8	8			12	16	8	152	\$31,500	\$100		\$31,600
2.2	Funding Support		4	8				40				8	60	\$9,620	\$100		\$9,720
<b>Subtotal Task 2</b>		<b>0</b>	<b>12</b>	<b>88</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>40</b>	<b>0</b>	<b>12</b>	<b>16</b>	<b>16</b>	<b>212</b>	<b>\$41,120</b>	<b>\$200</b>	<b>\$0</b>	<b>\$41,320</b>
<b>Task 3 - Contract Documents for Water Treatment Plant Rehabilitation</b>																	
3.1	60% Design		10	106	46	30	65				186		443	\$94,590	\$200		\$94,790
3.2	90% Design		10	80	34	23	49				139	36	371	\$76,360	\$200		\$76,560
3.3	Final Design		10	80	34	23	49				139	36	371	\$76,360	\$1,500		\$77,860
<b>Subtotal Task 3</b>		<b>0</b>	<b>30</b>	<b>266</b>	<b>114</b>	<b>76</b>	<b>162</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>464</b>	<b>72</b>	<b>1,184</b>	<b>\$247,310</b>	<b>\$1,900</b>	<b>\$0</b>	<b>\$249,210</b>
<b>COLUMN TOTALS</b>		<b>60</b>	<b>98</b>	<b>402</b>	<b>134</b>	<b>88</b>	<b>186</b>	<b>40</b>	<b>0</b>	<b>12</b>	<b>488</b>	<b>121</b>	<b>1,629</b>	<b>\$344,560</b>	<b>\$3,900</b>	<b>\$0</b>	<b>\$348,460</b>

<b>Optional Tasks</b>																	
A	Surveying												0	\$0		\$3,675	\$3,675
B	LiDAR Scanning			16							30		46	\$8,350	\$1,050		\$9,400
C.1	90% Design for Storage Tank No.2 Rehabilitation		8	52					12		32	18	122	\$22,840	\$100		\$22,940
C.2	Final Design for Storage Tank No.2 Rehabilitation		8	52					12		32	18	122	\$22,840	\$500		\$23,340
D	Prebid Meeting		8									4	12	\$2,880	\$288		\$3,168
E	Bid Period Services (up to 2 addenda)			12							8	8	28	\$4,620			\$4,620



## E. Scope of Work

City of Fort Bragg | Water Treatment Plant Rehabilitation Project (City Project No. WTR-00017)

HDR ENGINEERING, INC. RATE SCHEDULE JANUARY 2020 TO DECEMBER 2021	
Job Classification	Hourly Billing Rate
Architect	\$160 to \$175
CAD Technician	\$140 to \$185
Drafter	\$105 to \$140
Engineer 1	\$105 to \$135
Engineer 2	\$135 to \$170
Engineer 3	\$170 to \$210
Engineer 4	\$210 to \$250
Engineer 5	\$250 to \$295
Project Controller	\$115 to \$165
Project Coordinator	\$75 to \$125
Senior Project Manager	\$250 to \$295
Project Manager	\$200 to \$250
Technical Specialist 1	\$100 to \$150
Technical Specialist 2	\$150 to \$200
Technical Specialist 3	\$200 to \$250
Technical Specialist 4	\$250 to \$295

## Expenses

### In-House Expenses

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: Subconsultants are charged with a five percent markup.*

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**