

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
Hoch Consulting, APC**

THIS AGREEMENT is made and entered into this \_\_\_ day of ,November 2024 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and Hoch Consulting APC, a California corporation, 804 Pier View Way, Suite 100 Oceanside, CA 92054 (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to conduct a Recycled Water Feasibility Study, 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 November 25, 2024 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, BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed Four Hundred Ninety Nine Thousand One Hundred Thirty Two Dollars (\$ 499,132.00).

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 October 15, 2025. 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 January 15, 2026, 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. Architects' and engineers' coverage shall be endorsed to include contractual liability. 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 Kevin McDannold. 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 Cari Dale 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:  
Adam Hoch  
Hoch Consulting, APC  
804 Pier View Way, Suite 100  
Oceanside, CA 92054  
Tel: 858-431-9767

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. 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 7920.000 *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 7924.510, 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. 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 at no additional cost to City. In the event that an 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 sole 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.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

**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: \_\_\_\_\_  
Isaac Whippy  
Its: City Manager

By: \_\_\_\_\_  
Adam Hoch  
Its: President

ATTEST:

By: \_\_\_\_\_  
Amber Weaver  
Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Baron J. Bettenhausen  
City Attorney

# SCOPE OF WORK

*Provide an explanation of tasks associated with the project, including how you propose to complete each task.*

## PROJECT UNDERSTANDING

The City of Fort Bragg is undertaking a critical infrastructure planning project to assess the feasibility of using recycled water for various reuse applications, aimed at enhancing the resilience and reliability of its water system. In recent years, local water supplies from Waterfall Gulch, Newman Gulch, and the Noyo River have been severely impacted by drought, increasing the City’s reliance on the Noyo River. In 2021, this led to the declaration of a Stage 4 emergency water crisis due to critically low water levels. The City of Fort Bragg Recycled Water Feasibility Project (Project) will focus on identifying and prioritizing the most viable alternatives, providing a strategic plan for implementing cost-effective treatment technologies that comply with current regulations.

**Hoch has direct experience with the prescriptive funding requirements for meeting Reclamation’s Standards.**

**Hoch will follow Reclamations WTR 11-01 guidance document for developing the Feasibility Report and provide any necessary Crosswalk Documentation to meet WFRP grant requirements ensuring that the City qualifies for both state and federal grants for construction.**

Fort Bragg, with a population of approximately 7,000 residents, is classified as a Severely Disadvantaged Community (SDAC). The City has received grant funding from the State Water Resources Control Board through the Water Recycling Funding Program Planning (WFRP) Grant to conduct this Project. The resulting work product must include all program elements outlined in Agreement No. D2305010.

Key project elements include assessing customer demands, available sources of recycled water, cost estimates and project feasibility, system hydraulics and capacity, pollution control alternatives, potential environmental impacts (both beneficial and adverse), pipeline locations, and the feasibility of serving customers. The Agreement specifies several milestones, including a mid-course meeting with a target date of January 31, 2025, and a Final Project Report Submittal and Work Completion Date of May 31, 2025.



**Fort Bragg WTF**

**Hoch’s Advantage: Collaborative Approach Maximizes Value.** We listen to and collaborate with our clients. To fully understand your vision for success on this project requires a “meeting of the minds.” We rely on your operations staff to provide day-to-day working knowledge of the systems and we know, having used this approach on many successful projects that this valuable perspective results in creative ideas and technically solid solutions.

**Communications plan focused on listening to you**

**Optimizing your budget**

**Standards & tools to ensure the design meets expectations**

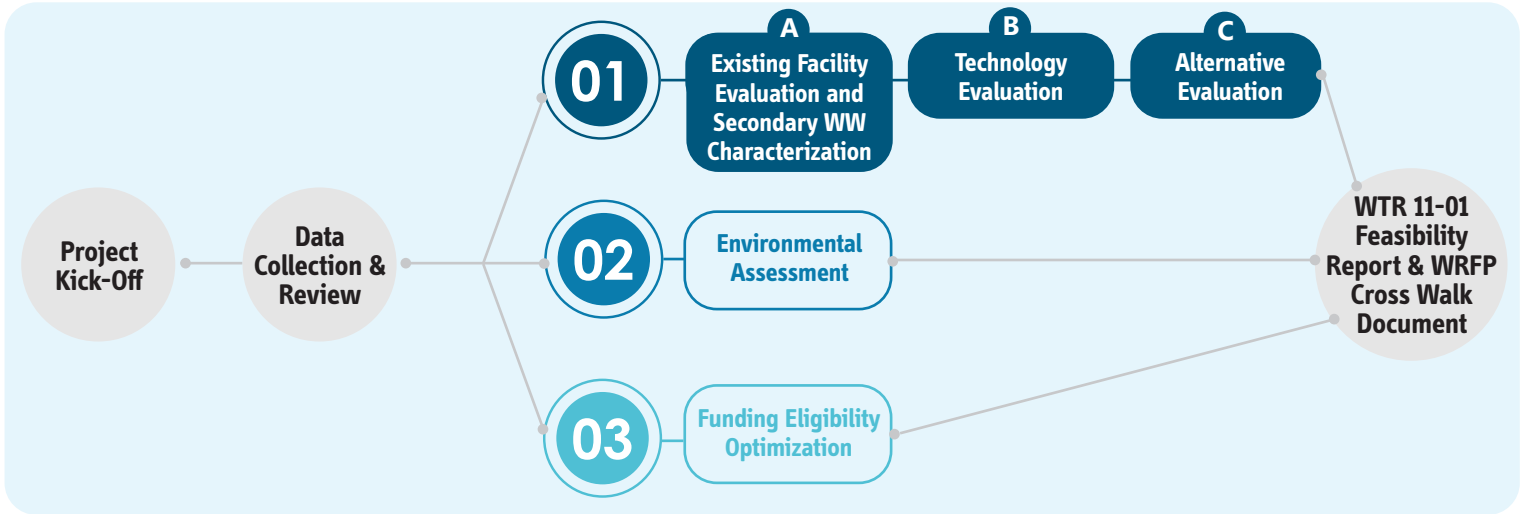
**Rigorous quality reviews to produce best planning document**

**We're focused on exceeding your expectations**

TECHNICAL APPROACH:

Hoch has assembled an industry leading team of experts to deliver a comprehensive plan for implementing a recycled water Feasibility Report for the City of Fort Bragg. Our approach includes three core strategies to successfully meet project goals:

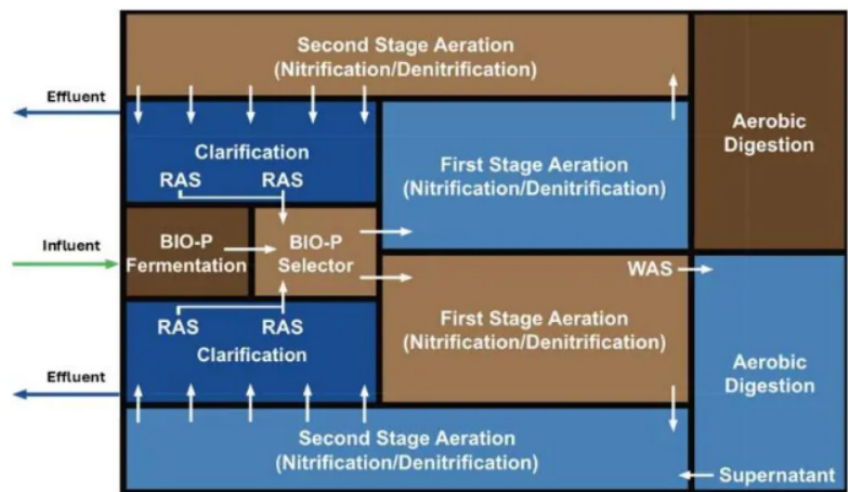
- 01 Existing Facility Evaluation and Secondary WW Characterization, Technology Evaluation, and Alternative Evaluation
- 02 Environmental Assessment
- 03 Funding Eligibility Optimization



**01 A. Existing Facility Evaluation and Secondary WW Characterization**

Hoch and our teaming partner, Trussell Technologies, will conduct a wastewater characterization study to inform decision-making surrounding reuse planning. Wastewater characterization for secondary treatment is pivotal for recycled water planning as it allows an understanding of influent pollutants, optimizing treatment methods, and complying with environmental regulations. By identifying pollutants and optimizing the secondary treatment, for example, for nutrient removal, effective tertiary and advanced water treatment can be planned to ensure regulatory compliance with recycled water policies, minimizing environmental impacts, protecting public health, and promoting resource recovery in wastewater management. Trussell will review the secondary wastewater quality from the City’s existing Aeromod biological treatment process.

Trussell Technologies is an industry leader in developing secondary wastewater characterization standards and studies and has pioneered study development in California. The study will determine the effectiveness of upstream processes in removing and inactivating pathogens, which helps select appropriate treatment components for this phase of the work and for future expanded phases. As a consultant to the City of Oceanside, their work in this area was recognized by the Obama White House Administration in the “Commitments to Action on Building a Sustainable Water Future.” Trussell’s familiarity in leading this type of study will be pivotal in guiding this project to success.



**Existing Aeromod Biological Treatment Process**



**01 B. Technology Evaluation**

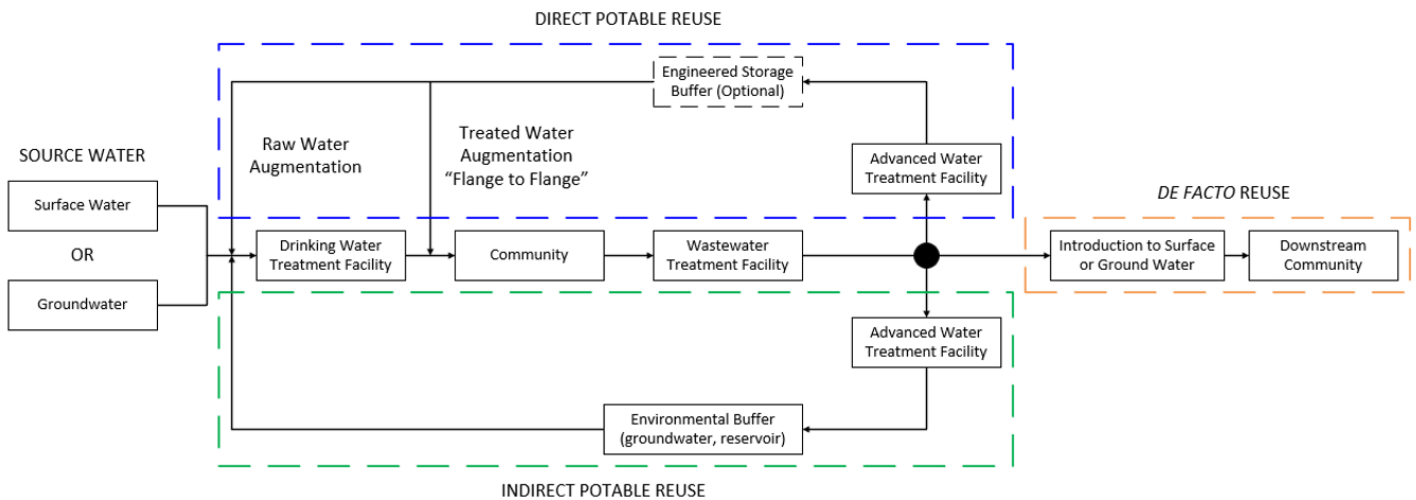
Following secondary treatment characterization, Hoch and its partner will evaluate technology alternatives for tertiary treatment, including filtration and disinfection per Title 22 Recycled Water regulations and indirect potable and direct potable options. Selecting appropriate treatment technologies is crucial for the City to establish a sustainable future for its customers. Each technology has specific advantages, limitations, and applicability based on effluent quality requirements, treatment objectives, site conditions, operational considerations, and cost. Our Project Team possesses extensive experience in designing, operating, and optimizing Title 22 Recycled Water facilities statewide, covering biological treatment, filtration technologies, and disinfection as well as processes involved with IPR and DPR treatment. Our operational expertise allows us to consider essential evaluation criteria beyond costs, such as process operability, maintenance ease, operator safety, and overall robustness. Our goal is to conduct comprehensive evaluations to ensure the City adopts the most suitable technical solutions for a

**Technology Selection**

water reuse project, paving the way for future water reuse initiatives. The evaluation will include, but is not limited to the following process treatment alternatives:

**TECHNOLOGY SELECTION AND TREATMENT TRAIN ALTERNATIVE EVALUATION**

Selecting the right Reuse approach involves a thorough understanding of available treatment technologies for Recycled Water, Indirect Potable Reuse, or Direct Potable Reuse.

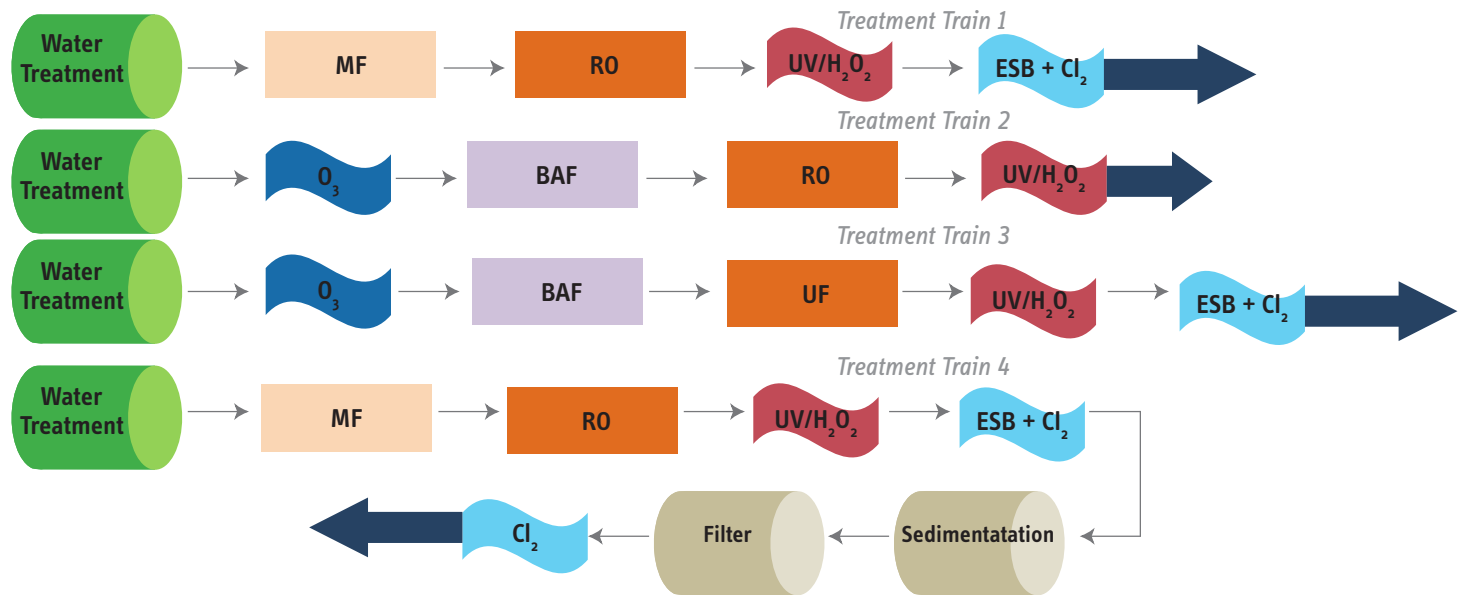


*Available Reuse Options*

The selected approach will dictate the level of treatment required as shown in this figure.

Reuse Type	Pathogen	Required Log Reduction
Indirect Potable Reuse (IPR)	Enteric Viruses	12 log
Indirect Potable Reuse (IPR)	Giardia Cysts	10 log
Indirect Potable Reuse (IPR)	Cryptosporidium Oocysts	10 log
Direct Potable Reuse (DPR)	Enteric Viruses	20 log
Direct Potable Reuse (DPR)	Giardia Cysts	14 log
Direct Potable Reuse (DPR)	Cryptosporidium Oocysts	15 log

Various treatment technologies may be applied to meet the required virus, Giardia, and Cryptosporidium removal requirements. Trussell will evaluate various treatment trains for recycled water, indirect potable reuse and direct potable reuse. Unit process for each treatment technology will be developed with the advantages and disadvantages of each process clearly defined.



Summary of Various DPR Treatment Trains and Available Unit Processes

**Trussell Technologies is THE industry leading experts for evaluation of Direct and Indirect Potable Reuse Treatment Technologies.**



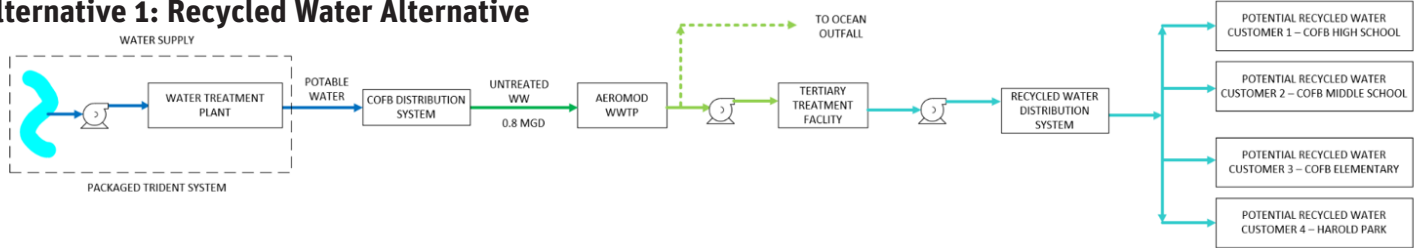
**C. Site Planning Alternative Evaluation**

Hoch will use the information developed in the technology evaluation to establish up to three site alternatives, including preliminary site layouts, planning criteria, and cost estimates. Additionally, Hoch will include an evaluation of the required planning alternatives, including a no-project alternative. Each site alternative will be incorporated into the feasibility report as described below.

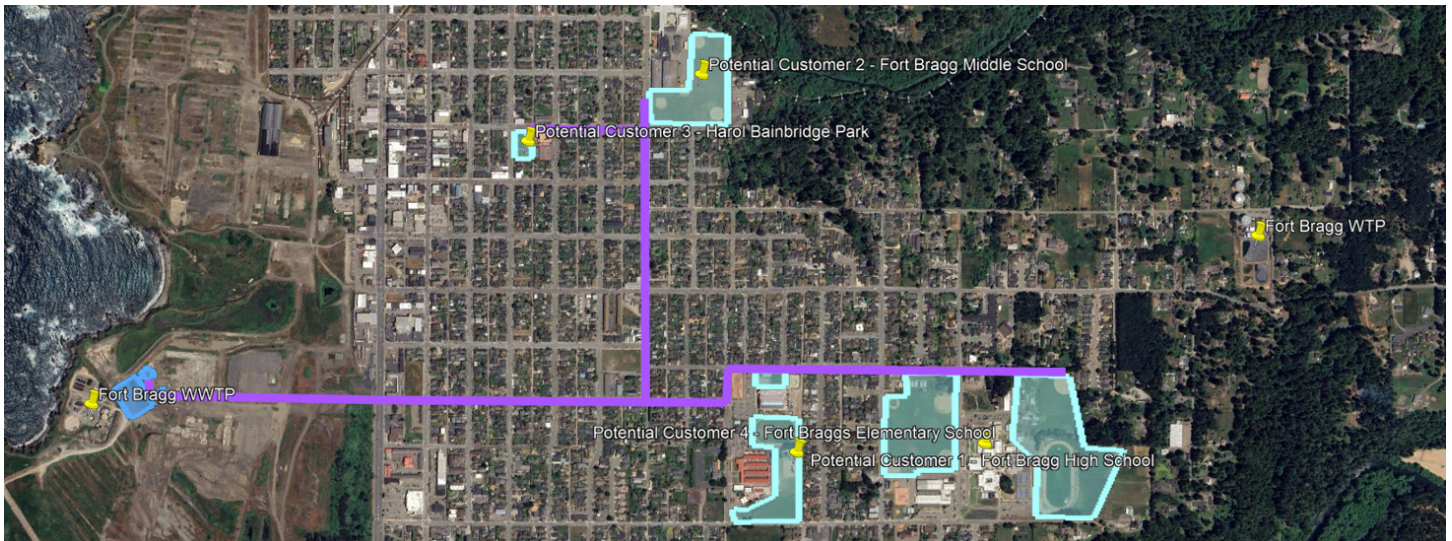
**01 C. Alternative Evaluation**

Hoch will use the information developed in the technology evaluation to establish up to three alternatives, including a Recycled Water Alternative, Indirect Potable Reuse Alternative, and Direct Potable Reuse Alternative. The Alternative evaluation will include preliminary site layouts, planning criteria, and cost estimates. Hoch will include an evaluation of the required planning alternatives, including a no-project alternative. Each site alternative will be incorporated into the feasibility report.

**Alternative 1: Recycled Water Alternative**



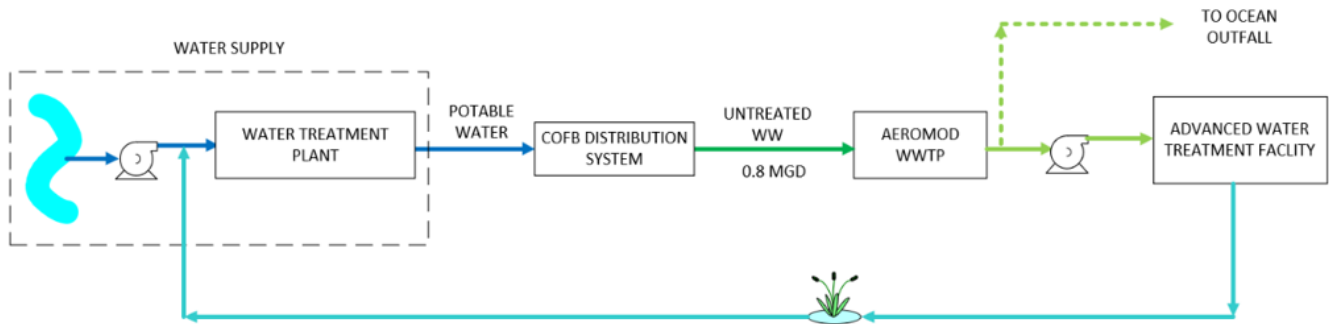
Alternative 1 will focus on identifying the planning requirements for implementing a recycled water (purple pipe) program including identifying potential customers and the necessary capital improvements to delivery Title 22 recycled water. Treatment Alternatives for filtration and disinfection will be evaluated in the technology evaluation process and planning decisions and estimates will be based on the preferred treatment technology. The process flow diagram and site layout figures below show a conceptual recycled water system for the City of Fort Bragg.



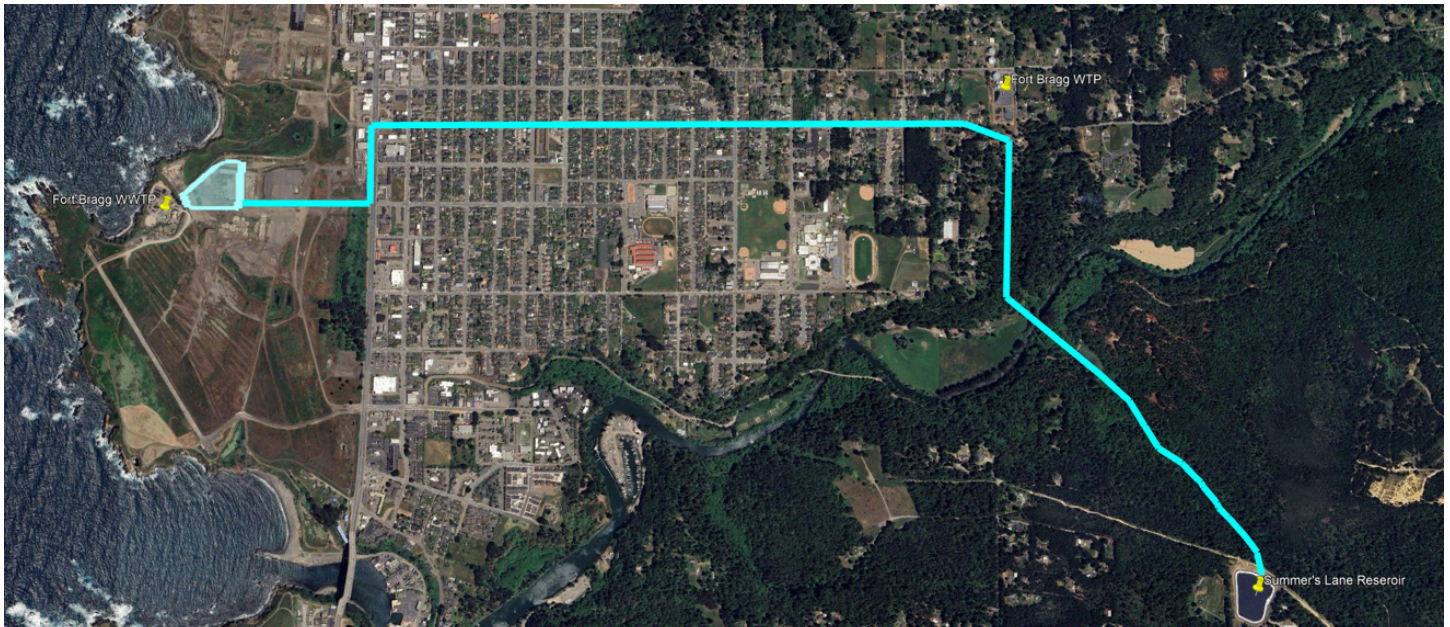
*Potential recycled water customers and distribution pipeline.*

<b>BRIEF DESCRIPTION</b>	Build recycled water infrastructure to deliver Title 22 compliant water to 4 potential customers. <ul style="list-style-type: none"> <li>• Fort Bragg High School</li> <li>• Fort Bragg Middle School</li> <li>• Fort Bragg Elementary School</li> <li>• Local Parks</li> </ul>
<b>IMPROVEMENTS</b>	<ul style="list-style-type: none"> <li>• New Tertiary Treatment Filters (\$\$)</li> <li>• New Tertiary Treatment Disinfection System (\$)</li> <li>• New Recycled Water Storage Tank + Pump Station (\$\$\$)</li> <li>• New Recycled Water Distribution System (\$\$)</li> </ul>
<b>ADVANTAGES</b>	<ul style="list-style-type: none"> <li>• The estimated annual water usage for irrigating a 17-hectare grass parcel in Fort Bragg, California, is approximately 41,057,226 gallons per year</li> <li>• Fort Bragg has a population of ~7,000 people with an average daily water production of 0.9 MGD or 328.5 MG annually.</li> <li>• Providing Recycled water to four customers would reduce reliance on the local water supply by ~10-12%.</li> </ul>
<b>DISADVANTAGES</b>	<ul style="list-style-type: none"> <li>• Limited amount of customers</li> <li>• Need to develop large capital improvements to support recycled water system</li> <li>• Still susceptible to drought</li> </ul>
<b>RELATIVE COSTS</b>	\$\$\$\$\$\$\$\$

**Alternative 2: Indirect Potable Alternative**



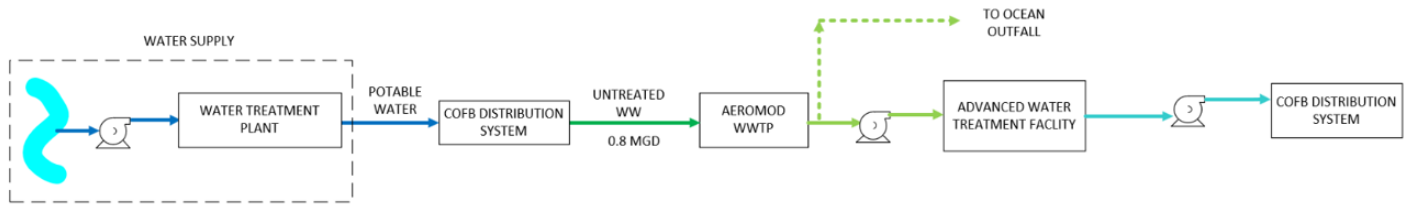
Alternative 2 will focus on a preferred IPR treatment train and the necessary planning and capital improvements. A conceptual layout using Summer’s Lane Reservoir as an environmental buffer is shown below, with water then being treated by the City’s WTP before going to the distribution. A big benefit of this approach is that the City can augment it’s supply during drought conditions by diverting flows from an AWPf to the City’s reservoir. The table below summarizes the proposed Alternative 2 approach.



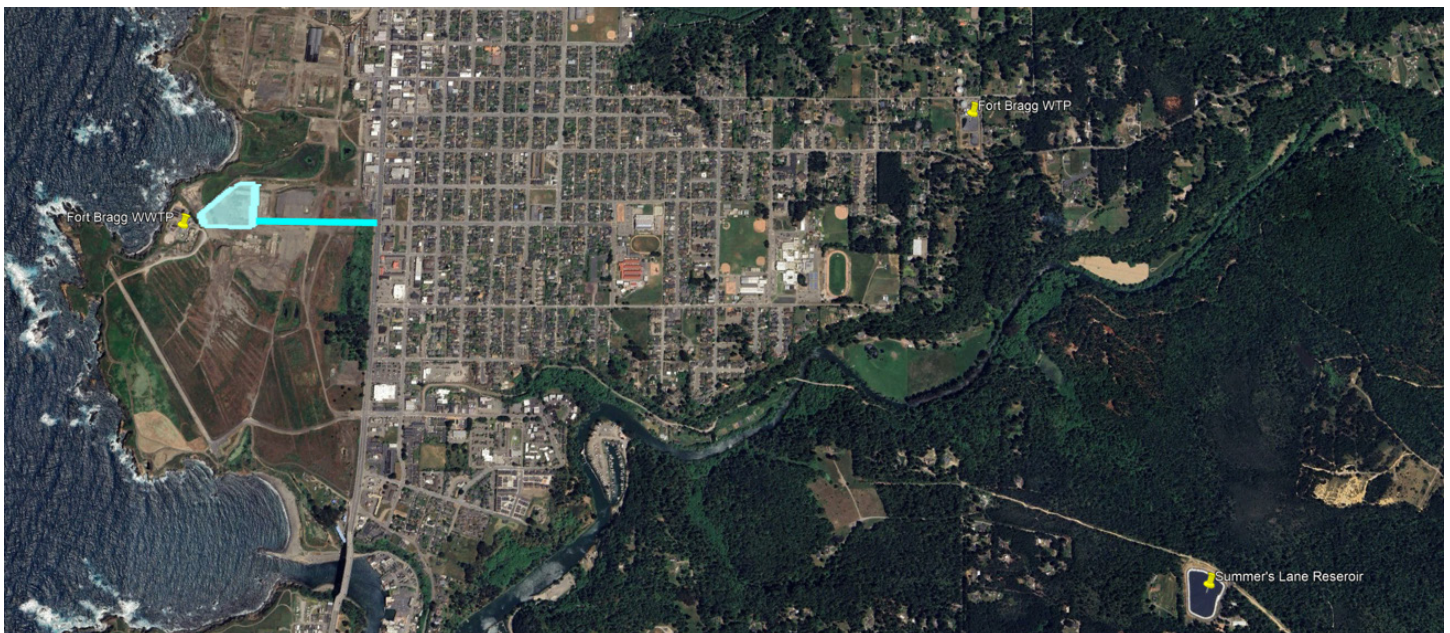
*Conceptual pipeline alignment for Alternative 2: IPR*

<b>BRIEF DESCRIPTION</b>	Development of Advanced Water Treatment Facility for IPR
<b>IMPROVEMENTS</b>	<ul style="list-style-type: none"> <li>Advanced Water Treatment Facility (Treatment Train to be determined in technology evaluation stage of project) (\$\$\$) <ul style="list-style-type: none"> <li>Ozone &gt; BAF &gt; MF/RO &gt; UV-AOP &gt; Distribution</li> </ul> </li> <li>Pump Station (\$\$)</li> <li>Distribution System Connection (\$)</li> </ul>
<b>ADVANTAGES</b>	<ul style="list-style-type: none"> <li>Can have a lower capital costs than IPR to go directly to distribution system</li> <li>High Water Quality</li> <li>Protects against drought by augmenting water supply</li> </ul>
<b>DISADVANTAGES</b>	<ul style="list-style-type: none"> <li>Challenge to find operations staff who meet certification requirements</li> </ul>
<b>RELATIVE COSTS</b>	<ul style="list-style-type: none"> <li>\$\$\$\$\$</li> </ul>

### Alternative 3: Direct Potable Reuse Alternative



Alternative 3 will evaluate the feasibility of the preferred DPR treatment train and a direct connection to the City's distribution system. The advantage of this alternative is that it has the potential to be implemented at a lower cost than Recycled water or IPR, provide an extremely high water quality, and protects against droughts. A summary of the Alternative 3 approach is provided in the Figures and Table below.



Alternative 3: DPR facilities map

<b>BRIEF DESCRIPTION</b>	<ul style="list-style-type: none"> <li>Development of Advanced Water Treatment Facility for DPR</li> </ul>
<b>IMPROVEMENTS</b>	<ul style="list-style-type: none"> <li>Advanced Water Treatment Facility (\$\$\$)</li> <li>Pump Station (\$)</li> <li>Pipeline to Transport Water to Environmental Buffer (\$\$\$)</li> </ul>
<b>ADVANTAGES</b>	<ul style="list-style-type: none"> <li>Utilizes existing water infrastructure including water treatment plant and distribution piping</li> <li>High Water Quality</li> </ul>
<b>DISADVANTAGES</b>	<ul style="list-style-type: none"> <li>Challenge to find operations staff who meet certification requirements</li> <li>Additional advanced treatment requirements versus IPR</li> <li>Additional regulatory requirements including validation studies, regulatory documents, monitoring, and operator staffing and certification</li> </ul>
<b>RELATIVE COSTS</b>	\$\$\$\$\$\$

FEASIBILITY REPORT

Hoch will develop a comprehensive Feasibility Report using the Bureau of Reclamation WTR 11-01 guidance. Hoch’s Water Resources team has the experience to guide the technical decisions and planning documents into Reclamation’s prescriptive funding requirements. The team is fully capable of creating the necessary Crosswalk documentation to meet the WRF Planning Grant requirements.

**Hoch has the best available team to implement technical strategies for the prescriptive Feasibility Study process.**



“Aaron Gress provided complex technical solutions in managing the only second pass agricultural drainage treatment facility in the United States. His contributions ranged from complex calculations to directing multi-step optimization efforts. He was always willing to be the facilities’ hands on leader to direct project success. **I would consider Aaron a great asset to any team looking for a dedicated individual who seeks creative and practical solutions to water treatment challenges.**”

**Miguel Arias-Paic**  
United States Bureau of Reclamation, Technical Practice Lead

**02 Environmental Assessment**

- Hoch and our subconsultant Helix Environmental, will determine all necessary permits, including recycled water permits needed to implement a Recycled Water Project, Indirect Potable Reuse Project or a Potable Reuse Project. .
- HELIX will identify potential impacts from the proposed project, including energy requirements, GHG emissions and potential reductions in treated water discharges to the Pacific Ocean and summarize the results into an Environmental Assessment Summary TM.
- Helix will identify environmental opportunities and constraints and the necessary analysis to ensure compliance with the California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) and propose mitigations where there are potential impacts on local ecosystems.
- Make recommendations for the next steps regarding the recommended treatment approach.

**03 Funding Eligibility Optimization**

Hoch will develop a crosswalk document to meet the requirements of WRF Funding Agreement D2305010. Our work will take a detailed and systematic approach to ensure that different sets of standards, guidelines, and requirements are effectively aligned and compared to that developed as part of the Bureau’s WTR 11-01 guidance. Hoch will conduct a thorough analysis of the existing documents and frameworks that need to be cross-referenced, identifying key elements within each document and mapping these elements in a matrix table. A task to evaluate recycled water market assurances, a section not required per WTR 11-01, will be developed to satisfy WRF needs. The benefits of a crosswalk document are manifold; it saves time and resources by providing a ready reference that reduces the need for repeated analysis or interpretation of documents and it also ensures that the city is qualified to apply for grant construction funding programs through both the WRF and the Bureau of Reclamation.

## SCOPE OF WORK

### TASK 1 – DATA COLLECTION AND REVIEW:

#### TASK 1.1 DATA COLLECTION & REVIEW:

Hoch will review existing data on the City's water and wastewater systems, including WWTP operations, water demands, and wastewater generation and will conduct a detailed review of current wastewater treatment processes, effluent quality, and existing infrastructure. Hoch will review studies, reports, data, and other information regarding the City and the proposed Project. We propose to use historical and existing information to develop a Feasibility Study; however, we will also identify any potential critical knowledge gaps and make recommendations for additional investigations if warranted.

As additional data gaps are identified, site visits can be conducted to collect required information for proposed treatment integration. Hoch will prepare and maintain a list of supplemental data needed for the project, submit the list to the City, and coordinate the data collection and evaluation.

### TASK 2 – RECYCLED WATER MARKET ASSESSMENT:

#### TASK 2.1 – IDENTIFY POTENTIAL RECYCLED WATER CUSTOMERS

Hoch will analyze current water use within the City and assess the potential market for recycled water, identifying opportunities for potable reuse and non-potable applications for up to four (4) potential users.

Estimate recycled water demand, considering both current and projected future needs based on City growth patterns.

This task assumes the most recent Urban Water Management Plan is available.

#### TASK 2.2 – MARKET ASSESSMENT

Hoch will meet with CoFB staff to discuss and explore options for assuring use of recycled water by end users, as required by the Water Recycling Funding Program Guidelines. Hoch will present the potential benefits, drawbacks, and anticipated implementation timelines of executing either a mandatory use ordinance in partnership with the local customers, developing a recycled water user contract or forming a special assessment district.

Once a pathway has been determined, Hoch will draft the appropriate documents (either a mandatory use ordinance or a recycled water user contract template) for the City's implementation.

Findings from Task 2 will be incorporated into the Cross Walk Document.

### TASK 3 – ALTERNATIVE TREATMENT

#### TECHNOLOGIES:

Hoch and its teaming partner Trussell Technologies will identify and evaluate various advanced treatment technologies that can meet potable water standards and will assess the feasibility of integrating these technologies with the existing wastewater treatment plant infrastructure. The following subtasks include:

#### TASK 3.1 SECONDARY WASTEWATER TREATMENT CHARACTERIZATION TM

The performance of the biological treatment process is the most impactful consideration for optimizing capital cost, operations and maintenance (O&M) costs, ease of operations, and effluent quality for any type of recycled water, IPR or DPR project. In this task, Hoch's process subconsultant, Trussell, will characterize the current performance of the secondary treatment process at CoFB's Wastewater Treatment Plant (WWTP). In the first month immediately following notice-to-proceed (NTP), Trussell will work with WWTP operations staff to gather pertinent information to the design, operation, and performance of the WWTP. Requests for information will include, but are not limited to, as-built drawings, process equipment information (e.g., blowers), two years of daily process and lab data (e.g., BOD, TKN, ammonia, nitrate, SRT, MLSS, MLVSS, SVI, DO, etc.), and diurnal trends from SCADA (e.g., flows). The project team will utilize this data, to perform an evaluation of the secondary treatment process. The main goal of this evaluation is to assess whether the biological process is robust enough to reliably feed a high-quality secondary effluent to a tertiary treatment system or advanced water purification facility. A well-performing biological process is vital to ensure that recycled water or potable reuse regulations are met downstream. Recommendations will be provided for any potential process optimizations that are identified which may include simple operational target revisions (e.g., DO, SRT, etc.) and/or identification of infrastructure modifications (e.g., blowers, process analyzers, basin modifications, etc.) in order to optimize the performance of the WRF. The evaluation will also include projected capital and O&M costs associated with any proposed process modifications.

Trussell will summarize all data, analyses, recommendations, and costs in a draft Secondary Wastewater Treatment Characterization TM. Following a workshop (included under Task 10 and City review of the draft TM, a final Secondary Wastewater Treatment Characterization TM will be developed and submitted.

#### TASK 3.2 – TREATMENT TECHNOLOGY EVALUATION

In this task, Hoch's process subconsultant Trussell will evaluate various technologies for recycled water, IPR, and

DPR to meet current regulations. Trussell will present and compare the various treatment train options for each alternative, including considerations such as capital cost, operations cost and challenges, maintenance cost and challenges, treatment efficacy, and layout considerations.

- Technologies Evaluated for Recycled Water Include:
  - Cloth Filters
  - Granular Media Filters
  - Membrane Filters
  - Ozone
  - UV
  - Chlorine
- Technologies Evaluated for Advanced Water Purification Facilities (IPR and DPR) Include:
  - Ozone
  - Biologically Activated Carbon Filters
  - Ultrafiltration Membranes
  - Reverse Osmosis Membranes
  - UV-AOP
  - Environmental Storage Buffer
  - Engineered Storage Buffer
  - Chlorine

Additionally, the evaluation will include an investigation specific to the reverse osmosis (RO) process. By optimizing RO recovery, CoFB can maximize the production of high-quality purified effluent produced from its available wastewater sources while also minimizing the flow of RO concentrate that must be discharged. As part of the RO treatment technology evaluation, the following will be conducted to better understand the potential for high-recovery RO implementation:

- Site-specific sampling of inorganic constituents (e.g., aluminum, silica) at the WWTP to provide information on RO scaling potential.
- RO modeling with the site-specific sampling data to identify the maximum feasible recovery that can be sustained.
- Evaluation of different high recovery RO technologies such as closed-circuit RO (CCRO), flow-reversal RO (FRRO), and conventional 3-stage RO.

Trussell will summarize the unit process evaluations in a draft Treatment Technology Evaluation TM. Following a workshop (included under Task 10) and City review of the draft TM, a final Treatment Train for each recycled water option to be evaluated in the Feasibility Evaluation TM will be developed and submitted.

**TASK 3.3 – RECYCLED WATER, IPR, AND DPR FEASIBILITY EVALUATION TM**

Hoch’s and it’s teaming partner, Trussell, will perform a feasibility evaluation of the selected treatment trains for:

- Alternative 1 - Recycled Water;
- Alternative 2 - Indirect Potable Reuse; and
- Alternative 3 - Direct Potable Reuse

The evaluation will develop conceptual layouts for each alternative. The evaluation will build upon the work conducted during the treatment technology evaluation to develop conceptual layouts for each alternative, including conveyance infrastructure such as pump stations, storage tanks, and distribution piping. The TM will incorporate a high-level environmental assessment, market analysis, and regulatory evaluation, along with additional criteria, to help guide discussion about each option. The TM will include high level costs for each alternative and a Level/Class 5 cost estimate developed under Task 7 for the preferred alternative. The feasibility study will also consider other barriers to implementation such as regulatory requirements, environmental buffer considerations, RO brine discharge considerations, and pipeline alignment challenges.

Hoch and Trussell will summarize the findings of the evaluations in a draft Recycled water, IPR & DPR Feasibility TM. Following the City’s review of the draft TM, a final Recycled Water, IPR & DPR Feasibility TM will be developed and submitted.

**TASK 3 DELIVERABLES**

- Secondary WW Characterization TM
- Treatment Technology Evaluation TM
- Recycled Water, IPR & DPR Feasibility TM

**TASK 4 - HYDRAULIC AND SYSTEM ANALYSIS:**

Hoch will review the City’s existing hydraulic model for the sewer system and develop recommendations for impacts related to recycled water, IPR and DPR.

Hoch will review the existing hydraulic conditions and develop a Hydraulic Grade map to help the City make informed decisions related to each alternative. The analysis will include identifying pipeline locations and necessary infrastructure modifications to support the delivery of recycled water, IPR and DPR.

**TASK 4 DELIVERABLES**

- Hydraulic System Map

**TASK 5 - REGULATORY REVIEW:**

**TASK 5.1 – REGULATORY/PERMITTING REVIEW**

Helix environmental will assist Hoch with incorporation



of potential environmental constraints as part of the Feasibility Report, HELIX will prepare a high-level environmental summary that will identify relevant regulatory requirements, including water quality standards, permitting processes, and any applicable environmental regulations (e.g., CEQA). HELIX will provide Hoch and the City with recommendations regarding next steps in the environmental compliance process, including:

- Identification of anticipated future environmental studies necessary to support the CEQA compliance document or environmental permit applications, if applicable. These could include jurisdictional delineation(s) of waters of the U.S./waters of the State, focused surveys for rare plants or protected wildlife species, and/or design of greenhouse gas emissions mitigation.
- Whether the potential for significant impacts has been identified at the initial screening level that indicates that the preparation of an Environmental Impact Report (EIR) would be necessary, or whether a Mitigated Negative Declaration (MND) may be appropriate.
- Anticipated permit requirements associated with effects to waters of the U.S./waters of the State, such as a Clean Water Act Section 404 Permit, Clean Water Act Section 401 Water Quality Certification, and California Fish and Game Code Section 1602 Streambed Alteration Agreement.
- The anticipated timeline and cost for CEQA compliance, additional studies, and permit preparation and process.
- These recommendations will be presented in letter format, revised once based on comments from Hoch and the City.
- This task includes time for general project team and City coordination via email, conference calls, or other video conferencing media. No in-person meetings are included but can be provided at an additional cost.
- The results of HELIX's assessment and recommendations will be incorporated into the Environmental Assessment Summary Technical Memorandum to be prepared as described in Task 8 below.

### **TASK 5.2 – AGENCY COORDINATION**

Hoch will work with the City to engage with regulatory agencies, including the State Water Resources Control Board and local authorities, to identify potential challenges and solutions for compliance.

Hoch will develop figures, summaries, and coordinate meetings as necessary to help the City.

### **TASK 6 - PUBLIC AND STAKEHOLDER ENGAGEMENT:**

#### **TASK 6.1 – STAKE HOLDER COORDINATION**

Hoch will implement a comprehensive stakeholder coordination program to engage with local agencies, community groups, and the public throughout the project duration. Our approach begins with a detailed stakeholder analysis to identify key stakeholders, assess their knowledge levels, understand specific concerns, and determine preferred communication channels. This systematic analysis will inform the development of a strategic communication plan designed to build awareness, trust, and support for the proposed water reuse project. The plan will outline specific outreach methods, messaging frameworks, and engagement timelines tailored to each stakeholder group's needs and interests.

To ensure effective communication across diverse audiences, Hoch will develop and distribute a variety of informational materials including newsletters, fact sheets, infographics, and digital content that clearly explain the project's purpose, benefits, and impacts. These materials will address critical topics such as water quality standards, treatment processes, safety protocols, environmental benefits, and cost considerations. Special attention will be given to creating materials that effectively communicate technical aspects of Indirect Potable Reuse (IPR) and Direct Potable Reuse (DPR) in accessible, easy-to-understand language. The team will utilize multiple communication channels including direct mailings, email updates, social media platforms, and the project website to maximize reach and accessibility of project information.

Throughout the project, Hoch will maintain active engagement with regulatory agencies, local officials, community leaders, and environmental groups through targeted meetings, workshops, and regular project updates. A dedicated stakeholder feedback system will be established to collect, track, and respond to community input and concerns in a timely manner. This coordinated approach ensures transparent communication while building trust and understanding among all stakeholders. The team will regularly assess the effectiveness of communication strategies through surveys and stakeholder feedback, adjusting approaches as needed to maintain meaningful dialogue and support for the project. This comprehensive stakeholder coordination effort will create a foundation of informed understanding and acceptance of water reuse by proactively addressing misconceptions, highlighting project benefits, and maintaining open lines of communication throughout the project lifecycle.

#### **TASK 6.2 – PUBLIC MEETINGS**

Hoch will plan, coordinate, and facilitate two comprehensive public meetings strategically scheduled during key project phases to maximize stakeholder engagement and gather

meaningful community feedback. The first meeting will be conducted early in the project phase to present current water supply challenges and future demand projections, introduce the concept of water reuse and its role in sustainable water management, and explain IPR and DPR treatment processes and safety protocols. This initial meeting will also share case studies of successful implementations in other communities and gather initial community concerns and preferences. The second meeting will be held after preliminary alternatives analysis to present detailed project alternatives and their respective impacts, review water quality standards and regulatory requirements, discuss cost implications and potential funding mechanisms, and address concerns raised during the first meeting.

For each meeting, the meetings will feature informative display boards and handouts that explain technical concepts in accessible language, complemented by themed information stations staffed by subject matter experts. The meetings will cover critical aspects including treatment technology and water quality, environmental impacts and benefits, infrastructure requirements, cost and rate implications, and construction impacts and timeline. To ensure comprehensive feedback collection, multiple input mechanisms will be implemented, including comment cards, electronic polling, and dedicated verbal comment periods. Following each meeting, our team will compile and analyze all public feedback, incorporating relevant input into project development, provide response summaries to key concerns, and update stakeholder communication materials based on common questions. All meeting materials will be posted on the project website for those unable to attend, and Hoch will maintain ongoing dialogue through established communication channels to ensure continuous community engagement throughout the project duration.

### **TASK 7 - COST ANALYSIS:**

Hoch will develop a Level/Class 5 cost estimate for each alternative, creating a preliminary estimate to assess project feasibility and guide early decision-making. This estimate will include broad approximations of capital, operating, and maintenance costs, with an accuracy range typically between -30% and +50%. Key activities include defining the project's general scope and gathering preliminary data, including anticipated treatment processes, distribution infrastructure, and potential permitting requirements. The final deliverable will document all assumptions, methodologies, and sources used, providing decision-makers with a high-level financial overview and a basis for determining potential funding and resource allocation. Estimates will include costs for capital expenditures, operation, and maintenance of the selected recycled

water treatment alternatives. The cost estimates will allow the City to compare implementing recycled water against other water supply alternatives. Hoch will not develop costs for additional supply alternatives.

### **TASK 8 - ENVIRONMENTAL ASSESSMENT:**

Hoch's subconsultant, HELIX, will identify potential project impacts from implementation of the proposed project, including energy requirements/standards, greenhouse gas emissions, and potential reductions in treated water discharges to the ocean and provide a qualitative summary of anticipated impacts that may result from the project that would warrant more detailed analysis once the project description is fully complete for CEQA analysis. HELIX will evaluate potential impacts on the environment, including local ecosystems, and identify design features, permits, and/or mitigation measures to reduce potentially significant impacts where applicable.

The results of the assessment will be incorporated into an Environmental Assessment Summary Technical Memorandum for Hoch and City review, and HELIX will revise based on one round of Hoch and City comments.

#### **TASK 8 DELIVERABLES:**

- Environmental Assessment Summary TM

### **TASK 9 - DRAFT AND FINAL REPORTS:**

#### **TASK 9.1 - FEASIBILITY REPORT**

Hoch will use the information developed in the previous task to complete a USBR Title XVI Feasibility Report. The Report will be developed using Reclamations WTR 11-01 formatting guidelines. At a minimum, the feasibility study will cover the following information:

- Introductory Information
- Statement of Problems & Needs
- Water Recycling Opportunities
- Description of Alternatives
- Economic Analysis
- Selection of the Proposed Recycle Project
- Environmental Considerations and Potential Effects
- Legal and Institutional Requirements
- Financial Capability of Sponsor
- Research Needs

Hoch will present findings at a mid-course meeting by January 31, 2025 and will incorporate feedback and submit the Final Project Report by October 15, 2025. Our schedule assumes an amendment to Agreement D2305010, extending the critical due date of May 31, 2025 to October 15, 2025. Should the granting agency

not approve an extension, Hoch will work with the city to revise the project schedule to the original critical due date of 5/31/2025.

### **TASK 9.2 – CROSS WALK DOCUMENTATION PREPARATION**

Hoch will conduct a crosswalk between the Bureau of Reclamation’s Title XVI Feasibility Study and the SWRCB’s Water Recycling Funding Planning Study. The State Board allows for this budget conserving approach to meeting the study contents outlined in Agreement No D2305010. Hoch will compare and analyze the content of both documents to identify similarities, differences and areas of overlap and will create a mapping or alignment table that outlines the corresponding sections or topics in both documents, serving as a guide for the crosswalk analysis. Hoch will draft a report which will serve as the WFRP Planning Document, incorporating the alignment table, integrating shared data and information between the documents and develop sections to cover gaps between both documents.

Most of the technical details prescribed in WTR 11-01 are duplicative of requirements in the WFRP guidance documents with a few exceptions. We anticipate that the WFRP requirement to characterize wastewater and facilities will necessitate additional research and analysis above and beyond that detailed in the Bureau of Reclamation Feasibility Report. Our proposed approach to characterizing secondary wastewater, is proposed under Task 3, and will meet the intent of the WFRP guidelines. We also anticipate a gap associated with recycled water market assurances as it is not a requirement of WTR 11-01 and will be incorporated into the WFRP Crosswalk documentation for submittal to the Board.

#### **TASK 9 DELIVERABLES:**

- One Draft Feasibility Report
- One Final Feasibility Report with comments from the Draft Report incorporated
- Crosswalk Comparison of WFRP Planning Study and Title 16 Feasibility Study
- Mandatory Use Ordinance or Recycled Water User Contract Template

#### **TASK 9 ASSUMPTIONS:**

- Crosswalk documentation will be prepared after the development of the Bureau Feasibility Report.
- Our cost proposal assumes either implementation of the mandatory use ordinance or development of a user contract.

### **TASK 10 PROJECT MANAGEMENT:**

#### **TASK 10.1 INVOICE STATUS REPORTS**

Hoch will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation. Under this task, we will provide overall leadership and team strategic guidance aligned with the City’s objectives and coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

#### **TASK 10.2 MANAGEMENT, COORDINATION AND MEETINGS**

Hoch’s Project Manager (PM) will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate. Hoch will also coordinate with the City to communicate the status of the project.

**Kick-Off Meeting** – We will host an initial meeting to discuss the application schedule, identify team member roles and responsibilities, and review data requests. Most critically, we will clarify the project’s scope of work, budget, schedule. We will also engage in a strategic discussion regarding how to effectively address and align with the funding program’s scoring criteria and vet a technical narrative that best responds to the funding opportunity’s evaluation criteria.

**Schedule Development** – Hoch will develop a detailed schedule with key milestones and check-ins (driven by the submittal deadline) that builds in time for the City to review, provide input, and issue final approvals and signatures prior to submittal.

**Meetings and Workshops** – Hoch will coordinate regular progress meetings with the City’s PM as necessary and will assume two progress meetings a month. Workshops will be held at the key project milestones including the Secondary Wastewater Characterization, the Alternative Evaluation and the Feasibility Study workshop.

#### **TASK ASSUMPTIONS:**

- Kick-off meeting will be held in person by Hoch’s Project Manager and Deputy Project Manager.
- Additional workshops and regular meetings will be virtual.
- Hoch assumes up to 14 regular progress meetings attended by Hoch’s Project Manager and the City’s Project Manager.

- Three, two-hour workshops will be held, and attended by Hoch Project Manager, Deputy Project Manager, and subcontractors.
- City Staff will provide the following:
  - Necessary information on the facilities and respond to additional requests for information.
  - Site access for site visits, with an operator familiar with facility as required.

- Access and utilize current official forms, as required by granting agency.
- Establish a master tracking workbook as the primary tool to comprehensively track grant budget, expenditures, project schedule, and deliverables.
- Provide guidance to clients on eligible costs and opportunities to fully utilize grant funds.
- Coordinate with granting agency, client staff, and funding agency to correct any issues that might arise related to reports or invoices.
- Work with granting agency and client to amend grants in a timely manner, as needed.
- Participate in teleconferences and meetings with client, partners, and granting agency related to grant administration, as needed.
- Prepare project closeout and post-project reports that are responsive to granting agency requirements.
- Utilize the preferred method of delivery to submit reports and deliverables to the granting agency.
- Develop a file-share system with the client to systematically upload and download all project documentation throughout the life of the grant. Hoch typically utilizes a file-sharing platform such as SharePoint or DropBox.

**TASK 11 – GRANT ADMINISTRATION (OPTIONAL)**

Hoch proposes to administer the Water Recycling Funding Program award with the State Water Resources Control Board. A well-administered grant ensures that the grantee remains in good standing with funding agencies - a pivotal factor often considered in determining future awards. Hoch has a successful track record of post-award compliance activities. When providing post-award support, our first priority is to ensure the project is implemented in compliance with the terms of the grant agreement, which ensures that all stipulated funds are received as anticipated. Tasks performed include contract amendments, progress reporting, invoicing, financial reporting, auditing, final report writing, and project close out activities. We also review the agreement for all legislative and regulatory requirements and work with appropriate staff to ensure compliance as the project is implemented. The following list outlines our efforts:

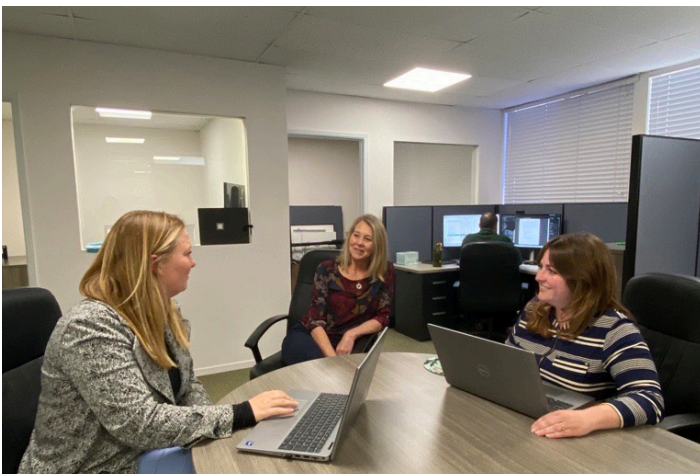
Establish a comprehensive administrative schedule, including dates for which deliverables, reports, invoices, and other key submittals must be prepared and submitted to the granting agency.

- Develop a convenient process with the client for requesting and receiving source documentation required to complete reporting and invoicing activities.
- Implement stringent internal quality control protocols and establish protocol for client review, approval, signature (as needed) and submittal of deliverables.

Hoch will provide ongoing tracking and accounting of all eligible grant expenses through a master tracking workbook in order to account for required local match and cumulative draw requests. Hoch will also prepare and submit invoice backup documentation packets to the funding agency, as needed.

**TASK 11 DELIVERABLES:**

WRFP: Draft project report, mid-course meeting, Division Form 260 and 261, final project report with reimbursement requests for electronic payout.



“Big thank you to you and your team for helping put together such an excellent application package. We were the only San Diego County applicant to win an award this round! Look forward to working together again. Thank you again for all of your help.”

Jennifer Bryant, **Helix Water District**

**Hoch’s Funding team helped Helix Water District win \$10.3M for the Phase 4-Urban Community Drought Relief Program Awards.**



TAB G

## **Work Schedule**

---

# WORK SCHEDULE

Provide a schedule for completion of work.

The schedule for completion of the work is below. If awarded, Hoch will provide a detailed schedule of work in Microsoft Project. Our schedule assumes a completion date of October 15, 2025, and assumes an amendment to Grant Agreement No. D2305010, extending the critical due date from 5/31/2025 to 10/15/2025. Should the granting agency not approve an extension, Hoch will work with the city to revise the project schedule to the original critical due date of 5/31/2025.

TASK	2024		2025									
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT
<b>Proposal</b>	█											
<b>Contracting</b>		█										
Task 1 - <b>Project Kick-Off</b>		█										
Task 1.3 - <b>Data Collection &amp; Review</b>		█	█	█	█							
Task 2- <b>Recycled Water Market Assessment</b>			█	█	█	█	█					
Task 3.1 - <b>Secondary WW Characterization and TM</b>			█	█	█	█						
Task 3.2 - <b>Recycled Water Treatment Tech Evaluation and TM</b>					█	█	█	█	█			
Task 3.3- <b>Recycled Water, IPR and DPR Feasibility Evaluation and TM</b>							█	█	█	█		
Task 4 - <b>Hydraulic and System Analysis</b>			█	█	█	█	█	█				
Task 5 - <b>Regulatory Review</b>			█	█	█	█	█	█				
Task 6 - <b>Public and Stakeholder Engagement</b>		█	█	█	█	█	█	█	█	█	█	
Task 7 - <b>Cost Analysis</b>						█	█	█	█	█		
Task 8 - <b>Environmental Assessment</b>			█	█	█	█	█					
Task 9 - <b>Draft and Final Reports</b>										█		█
Task 10 - <b>Grant Administration (Optional)</b>												█

# FEE PROPOSAL

City of Fort Bragg Recycled Water Feasibility Evaluation Hoch Consulting

Classification	Total Hours by Task	Hoch Consulting Labor											Subconsultant Efforts								Direct Costs Travel, Reproduction & Postage	Total Fees Total							
		Project Manager (Director of Water Resources)	President/Principal Engineer (Quality Mgmt)	Deputy Project Manager (Principal Engineer)	Associate Engineer	Staff Engineer	Senior Project Designer	Principal Water Resources Specialist	Sr. Water Resource Specialist	Sr. Water Resource Specialist	Water Resource Specialist	Staff Water Resource Spec	Total Hoch Consulting Labor	Trussell Technologies	Helix Environmental	SUB 3	Sub 4	Sub 5	Sub 6	Sub 7			Sub 8	Total Subconsultant by Task	Subconsultant Markup	Total Subconsultant Effort			
		CD	AH	AG	OM	LB	RR	KBR	JG	SD	SS	ED																	
Rate (\$/hr)		\$240.00	\$245.00	\$235.00	\$165.00	\$165.00	\$165.00	\$235.00	\$190.00	\$190.00	\$170.00	\$135.00											5.00%						
<b>Base Proposal</b>																													
Task 1 - Data Collection	38	6	0	4	12	0	0	0	8	0	8	0	\$ 7,240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,240.00			
Task 2 - Recycled Water Market Assessment	54	6	0	0	0	0	0	0	18	30	0	0	\$ 10,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,560.00			
Task 3 - Alternative Treatment Technologies	312	16	0	40	40	24	40	0	12	60	80	0	\$ 57,680.00	\$ 160,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,680.00	\$ 8,034.00	\$ 168,714.00	\$ -	\$ 226,394.00
Task 4 - Hydraulic and System Analysis	60	0	0	16	24	0	20	0	0	0	0	0	\$ 11,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,020.00	
Task 5 - Regulatory Review	44	16	0	0	0	0	0	8	8	0	12	20	\$ 11,980.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 500.00	\$ 10,500.00	\$ -	\$ 22,480.00
Task 6 - Public and Stakeholder Engagement	128	32	0	16	0	0	0	0	0	40	40	0	\$ 25,840.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 29,840.00
Task 7 - Cost Analysis	68	4	4	12	0	48	0	0	0	0	0	0	\$ 12,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,680.00	
Task 8 - Environmental Assessment	22	6	0	0	0	0	0	0	16	0	0	30	\$ 8,530.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 1,250.00	\$ 26,250.00	\$ -	\$ 34,780.00
Task 9 - Draft and Final Reports	385	40	4	40	40	20	32	0	133	0	76	0	\$ 73,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 75,350.00	
Task 10 - Project Management	56	16	0	24	4	0	0	4	4	0	4	0	\$ 12,520.00	\$ 22,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,160.00	\$ 1,108.00	\$ 23,268.00	\$ -	\$ 35,788.00
Task 11 - Grant Administration (optional)													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 12: Contingency (optional)													\$ 33,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000.00			
<b>Total Optional Tasks</b>	<b>1167</b>	<b>142</b>	<b>8</b>	<b>152</b>	<b>120</b>	<b>92</b>	<b>92</b>	<b>12</b>	<b>199</b>	<b>130</b>	<b>220</b>	<b>50</b>	<b>\$ 231,400.00</b>	<b>\$ 182,840.00</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 217,840.00</b>	<b>\$ 10,892.00</b>	<b>\$ 228,732.00</b>	<b>\$ 6,000.00</b>	<b>\$ 466,132.00</b>
													<b>Total Base Proposal =</b>											<b>\$ 466,132.00</b>					
													<b>Total Base Proposal + Contingency =</b>											<b>\$ 499,132.00</b>					

\*If requested, Hoch will develop a fee estimate for Task 11 - Grant Administration  
 \*\*Assumes two site visits

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