

Agreement for Professional Services

This Agreement is to provide services for the project identified as follows:

Project Name: Ram Spring Improvement Project

Client Project Number: _____

Consultant Project Number: ALLE22-001

The Client and the Consultant are identified as follows:

CLIENT: <u>Alleghany County Water District</u>	CONSULTANT: <u>Coleman Engineering, Inc.</u>
Name: <u>Rae Bell Arbogast</u>	Name: <u>Chad R. Coleman</u>
Title: <u>General Manager</u>	Title: <u>President</u>
Address: <u>P.O. Box 860</u>	Address: <u>1223 Pleasant Grove Blvd., Suite 100</u>
City, ST, Zip: <u>Alleghany, CA 95910</u>	City, ST, Zip: <u>Roseville, CA 95678</u>
Phone: <u>530-287-3204</u>	Phone: <u>916-791-1188</u>
e-mail: <u>alleghanywater@gmail.com</u>	e-mail: <u>chad@coleman-eng.com</u>

This Agreement is effective as of the date signed on the last page and is subject to each of the following terms.

1. PROFESSIONAL SERVICES

- A. Scope of Services. The Consultant's undertaking to perform professional services extends specifically to the services described in Exhibit A, which is attached and made a part of this Agreement ("the Services").
- B. Additional Services. If requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"). Additional Services must be authorized by the Client in writing including a complete identification of the scope of Additional Services, a schedule for their performance and an accompanying budget.

2. PERIOD OF SERVICES

- A. This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through

completion of the Services. The Consultant shall begin providing services in a timely manner after receiving a fully executed copy of this Agreement and will complete the Services described in Exhibit A according to the schedule defined in Exhibit A or if not fully defined there within a reasonable length of time. Times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control.

3. COMPENSATION

Compensation shall be paid to the Consultant in accordance with the following provisions:

- A. For Services described in Exhibit A, the Consultant's compensation shall be computed as stated in Exhibit A, which is attached and made a part of this Agreement.

- B. Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Client is also responsible for payment of any taxes, including sales tax. When the Consultant's compensation is on a lump sum fee basis, the invoices will be based upon the portion of total Services performed at the time of billing. If the Consultant's compensation is on an hourly basis, the invoices shall be based on time expended in providing the Services.
- C. Payment of each such invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 45 days at the maximum rate allowed by law. If the Client fails to make payments when due, or is otherwise in breach of this agreement, the Consultant may, after giving notice to the Client, suspend services under this Agreement until it has been paid in full all amounts due. The Consultant shall have no liability whatsoever to the Client for any costs or damages that result from such suspension.
- D. If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing.
- E. Timing of payments defined in paragraphs C. and D. above may be modified by terms in the Scope of Services for projects dependent on receipt of funding. In case of modification in the Scope of Services, timing of payments noted in the Scope of Services shall prevail.

4. STANDARD OF CARE

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

5. DOCUMENTS

- A. All documents, including drawings, specifications, and computer software,

prepared by the Consultant pursuant to this Agreement are instruments of service in respect to this Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any reuse, partial or otherwise, without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to the Consultant; and the Client shall indemnify, defend, and hold harmless the Consultant against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

- B. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without authorization of the data's creator, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data transferred.

6. OPINIONS OF COST AND SCHEDULE

In providing estimates of probable construction cost and/or schedules, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's methods of pricing and scheduling, and that the Consultant's estimates of probable construction costs and schedules are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work, or the estimated schedules, will not vary from the Consultant's estimate of probable construction cost or the estimated schedule.

7. ENGINEERING SERVICES DURING CONSTRUCTION

- A. If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
- B. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice or usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- C. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.
- D. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client

and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

8. HAZARDOUS SUBSTANCES AND CONDITIONS

- A. As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- B. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- C. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to

the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

9. INSURANCE

The Consultant agrees to maintain the following insurance coverage: (1) statutory workers' compensation insurance; (2) comprehensive general liability insurance, and automobile liability insurance coverage in the sum of not less than one million dollars (\$1,000,000), (3) professional liability insurance in the sum of not less than one million dollars (\$1,000,000) annual aggregate, on a claims-made basis, as long as all are reasonably available under standard policies at rates comparable to those in effect at the time the Agreement is executed.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the amount of the Consultant's fee, or \$50,000, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted and shall apply to the Consultant, its sub-consultants and all of their employees, agents and officers.

11. STEPPED DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Consultant agree to attempt to resolve such disputes in the following manner:

- A. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.
- B. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures of the American Arbitration Association or such

other mediation service or mediator upon which the parties agree. The parties shall share the mediator's fee and any filing fees equally.

- C. Third, if the parties to this Agreement are unable to reach a settlement of any dispute involving an amount of less than \$100,000, arising out of this Agreement or related to the services under this Agreement, in accordance with the procedures above, then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association current as of the date of this Agreement. The cost of the arbitration shall be split equally between the parties.
- D. Nothing in this section shall preclude or limit the Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
- E. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

12. PERSONAL LIABILITY PROTECTION

It is intended by the parties to this Agreement that the Consultants services in connection with the project shall not subject Consultants individual employees, officers, or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary herein, the Client agrees that as the Clients sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a California Corporation, and not against any of the Consultants employees, officers, or directors.

13. TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms

hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

14. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT AND SUB-CONTRACTING

- A. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party.
- B. Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. However, the Consultant reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent sub-consultants.

15. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any

cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

16. NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid with the U.S. Postal Service, and addressed as shown on Page 1 of this Agreement.

17. MISCELLANEOUS PROVISIONS

- A. This Agreement is to be governed by the laws of the State of California. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties.
- B. The Client, by signature of this agreement, recognizes that the Scope of Services is predicated upon the requisite level of service known to the Consultant. Should unknown factors occur, the Client will compensate the Consultant for those tasks that are not inclusive of this Scope of Services.
- C. If any provision of this agreement is held to be unenforceable, the remainder of this agreement shall be severable and not affected thereby.

18. AUTHORITY

Each party has full power and authority to enter into and perform this Agreement, and the person signing this contract on behalf of each party has been properly authorized and empowered to execute this Agreement. Each party further acknowledges that it has read

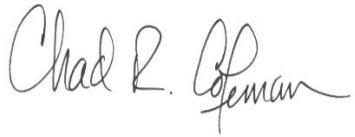
this Agreement, understands it, and agrees to be bound by it.

The above is mutually agreed to this _____ day of _____, 2022.

**ALLEGHANY COUNTY WATER
DISTRICT**

COLEMAN ENGINEERING, INC.

By: _____
Name: Rae Bell Arbogast
Title: General Manager

By: 
Name: Chad R. Coleman, P.E.
Title: President
CA PE #: C 56490

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EXHIBIT A

Scope, Schedule, & Fee

Scope of Services

Client: Alleghany County Water District

Project: Ram Spring Improvement Project

Project Location: Alleghany, CA

Summary of Services: Funding Administration
100% Design Engineering
Environmental Consulting
Engineering Services During Bidding and
Construction

Utility Systems: Drinking Water

Project Background

The Alleghany County Water District (ACWD) is a groundwater system located in Sierra County. The system has 60 active connections and approximately 50 residents connected to the water system.

This project is a continuation of planning project # 4300012-008P funded by the State Water Resources Control Board (SWRCB). In May of 2017, as part of the planning project, driven pipes were installed at the Ram Spring to minimize surface water infiltration. As a result of this drilling, and with subsequent water quality testing; on October 20, 2017 the SWRCB Division of Drinking water amended the Permit for the Ram Spring changing its classification from “ground water under the influence of surface water” to “ground water”. This new classification eliminated the need for a treatment plant and lessens several regulatory requirements, saving both time and money over the long-term.

ACWD’s objectives for this project are:

- 1) To reconfigure the district’s facilities to accommodate the driven pipes installed in the planning phase of this project. This will facilitate continued water delivery to the residents of Alleghany in compliance with State and Federal drinking water standards.
- 2) To significantly extend the operational life of the Ram Springs collection area.
- 3) To reduce the annual O&M costs for ACWD.
- 4) Replace parts of the water system’s aged infrastructure.

Project Definition

The 90% plans prepared previously describe the following improvements that are included in the design. This Scope of Services assumes the following project improvements are included in the design. If additional project improvements are added during design, additional budget is likely to be required.

- Demolition
 - Remove existing chain link fence
 - Remove existing weed-barrier fabric inside the fenced area
 - Remove trees, saplings, and underbrush
 - Clear, scalp and grub as shown to prepare for site improvements
- Site Civil Improvements
 - Earthwork, excavation, and grading on site
 - Install four curtain drains and connect to the wetland area
 - Install valve boxes
 - Place weed-barrier fabric, crushed rock, and native soil on site
 - Install a new chain link site fence
 - Construct a concrete pad for the new roof cover over the collector tank
 - Construct new collector tank overflow, drain, and outlet piping
 - Construct concrete gutter with steel inlet grate at storage building driveway
 - Construct AC paved driveway to the new storage building
- Mechanical Improvements
 - Replace ball valves, PVC collector pipes and manifold pipes
 - Install PVC unions
 - Install six sampling stations and one low-head flow meter
 - Construct improvements in the pump house to include:
 - Two new vertical multistage pumps
 - discharge piping
 - chlorine addition
 - SCADA compatible flow meter
- Architectural Improvements
 - This location appears to be within a Cal Fire Hazard Zone. As such the structures will likely need to meet Wild Land Urban Interface (WUI) requirements. These include non-combustible materials such as stucco or fiber cement siding for the exterior or heavy timber. Also, glass needs to be tempered for the exterior panes.
 - Construct a new 12' x 12' roof cover over the collector tank
 - Construct a new 12' x 16' storage building with sample lab
 - Evaluate the existing building versus the WUI requirements (see below) and design upgrades to suit. It is assumed that the following may be required to meet WUI requirements:

- New roofing to meet WUI requirements (metal, composition, or shingle)
 - Exterior wall finish material including roof overhangs to be clad in non-combustible material such as stucco or fiber cement paneling.
 - Doors to be replaced with hollow metal doors and jambs.
 - Existing windows, if any to be replaced with dual glazed units, including the exterior pane to be tempered glass.
 - All vents or screened openings to be converted to WUI compliant assemblies, including the vents noted on the 90% draft plans.
 - Address other openings that might allow sparks or embers to enter the structure.
 - Note that the building assemblies do not need to be one hour rated but rather able to resist sparks and embers igniting them in the event of a fire.
- Electrical Improvements
 - Coordinate with the electrical power utility for new service drop(s) to the new buildings. It is assumed that a new meter will not be required to serve the new buildings at the existing site.
 - Replace the propane generator
 - Power and lighting in the new storage building
 - Power and lighting in the new tank cover
 - Power, lighting, and controls to support improvements in the pump house to include: 2 pump VFD motors not to exceed 5 Hp each, 2 chlorine dosing pumps, and a SCADA compatible flow meter
 - New RTU control panel with integral radio system, Dataflow systems or similar
 - Instrumentation and controls to support new SCADA
 - Flowmeter, pressure transmitter, pH, Turbidity, Chlorine Analyzer
 - SCADA improvements and integration consistent with three proposals from Aqua Sierra Controls in January 2020
- Off-Site Civil Improvements
 - Replace meters at 52 residential service connections

Alleghany CWD is completing its application for Construction Funding to the State of California DDW. This Scope of Services will be attached to an Agreement for Engineering Services which will be the final attachment needed for the funding application.

Services and Data to be Provided to Coleman Engineering by Client

The Client has provided the files and information listed below. Coleman Engineering will use this information as much as possible for the engineering services described in this Scope. Coleman Engineering will also use information collected during site visits. As

additional information is required, Coleman Engineering will make reasonable assumptions for data that is not available.

- Request for Proposals: Ram Springs Improvement Project, dated 8/22/2022
- Plans: Ram Springs Water Source Improvements, Sheets 1-20, marked Preliminary, by Altec Engineering, dated March 20, 2020
- Draft Project Manual: Contract Documents and Technical Specifications for Ram Springs Site Improvements, pages 29-83, by Altec Engineering, dated March 2020

Scope of Services

TASK 1 – Project Management, Meetings, and Funding Administration

- 1.1 Project Management: Coleman Engineering will manage the project by coordinating with the Client, and sub-consultants, allocating the resources, and planning and organizing its efforts to maximize the goals of the Client.
- 1.2 On-Site Meetings: Coleman Engineering will participate in a maximum of six (6) meetings on-site with the Client as requested during the term of project. These meetings are anticipated to include Board meetings, and design review meetings. These meetings are in addition to those described in other tasks.
- 1.3 Virtual Meetings: Coleman Engineering will participate in a maximum of twenty-four (24) virtual meetings. These meetings are anticipated to consist of current project status, upcoming submittals, and discussions of design preferences with the Client. In addition, these virtual meetings are assumed to include interactions and coordination with the State DDW/DFA staff.
- 1.4 Funding Administration: It is understood that the only item required to complete the Clients' funding application is Attachment T3 to the Technical Package of the Construction Funding Application. This Scope of Services and the accompanying Agreement for Engineering Services will comprise Attachment T3.

Coleman Engineering has allocated 24 hours to provide support to the Client in the form of answering questions and providing supplemental information to State Water Resources Control Board Division of Financial

Assistance (DFA) on the General Information Form and the Technical Form that were prepared and submitted previously by the Client.

Coleman Engineering has assumed an update to the Engineer's Construction Cost Estimate will be prepared to submit with the Construction Funding application. This is because of the proposed addition of significant additional components to the project including: electrical, instrumentation, controls, SCADA, building upgrades to meet WUI requirements, mechanical pump and piping design, etc. All these items are additional to the estimate that was previously prepared by Altec Engineering. In addition, local economic conditions have resulted in significantly inflated construction bid pricing in the past 1-2 years. We anticipate that escalation of all cost estimates is likely to be prudent.

Coleman Engineering has allocated 40 hours to provide support to the Client in the form of answering questions and providing supplemental information to State Water Resources Control Board Division of Financial Assistance (DFA) on the deliverables associated with this Scope of Services such as: 100% final plans, 100% final technical specifications, and 100% final construction cost opinion.

Coleman Engineering has allocated 40 hours to provide support to the Client to close out the project funding with the State. This effort is anticipated to include such services as writing final reports, assisting with final project accounting, documenting final construction and useful occupancy of the new facilities, etc.

TASK 2 – Design Engineering

2.1 Information Review and Site Visit: The Coleman Engineering team will visit the site to review existing conditions, gather information, and gain an understanding of current and anticipated future water system conditions and operations. It is anticipated that the following information will be of interest during the site visit.

- Review the entire water system with staff to gain an understanding of infrastructure conditions and operational limitations
- Observe the Ram Springs site to understand how the 90% design applies in the field
- Observe and understand connecting piping, valves, pumps, and other appurtenances at the Ram Springs site
- Observe the distribution system to understand how the addition of 52 residential service meters may be accomplished and what additional design detail may be necessary

- Review water system operations standard operating procedures with staff
- Review water system demands and water usage with staff
- Obtain any As-Built Plans that are available

2.2 Civil and Mechanical Engineering: Coleman Engineering will prepare engineering research and calculations and coordinate with other disciplines as needed to complete 100% Civil and Mechanical design. This includes tasks under the following headings in the Project Description section above:

- Demolition
- Site Civil Improvements
- Mechanical Improvements
- Off-Site Civil Improvements

2.3 Structural and Architectural Engineering: The Coleman Engineering team will prepare engineering research and calculations and coordinate with other disciplines as needed to complete 100% Structural and Architectural design. This includes tasks under the Architectural Improvements heading in the Project Description section above.

2.4 Electrical, Instrumentation, and Controls Engineering: The Coleman Engineering team will prepare engineering research and calculations and coordinate with other disciplines as needed to complete 100% Electrical design. This includes tasks under the Electrical Improvements heading in the Project Description section above

2.5 Plans: It is anticipated that the plan set will include the following sheets. Plans sheets that are planned to be added to the 90% draft set are identified.

New for 100% Design	Sheet	Title
	G1	Title
✓	G2	General Notes
	G3	Project Notes, Legend, & Abbreviations
	C1	Overall Site Plan
	C2	Grading and Drainage Plan
	C3	System Improvements
	C4	Cross Sections

New for 100% Design	Sheet	Title
	C5	Collector Piping Detail
	C6	Piping Profiles
	C7	Collector Tank Pad and Section
	C8	Civil Details 1
	C9	Civil Details 2
	C10	Civil Details 3
	C11	Civil Details 4
	C12	Civil Details 5
✓	M1	Pump House Mechanical Plan
✓	M2	Pump House Mechanical Sections and Details 1
✓	M3	Pump House Mechanical Sections and Details 2
	A1	Collector Tank Roof Plan
	A2	Storage Building Floor Plan
	A3	Storage Building Foundation Plan
	A4	Storage Building Roof Plan
	A5	Storage Building Elevations
	A6	Architectural Details
✓	S1	Structural General Notes
✓	S2	Structural Details 1
✓	S3	Structural Details 2
✓	S3	Structural Details 3
✓	E1	Electrical Legend and Abbreviations
✓	E2	P&ID 1
✓	E3	P&ID 2
✓	E4	Pump House Electrical and Lighting Plan and Details
✓	E5	One-Line Diagram, Equipment Elevations and Load Calcs
✓	E6	Booster Pump Motor Control Elementary
	E7	Control Panel Block Diagram and Elevation

New for 100% Design	Sheet	Title
✓	E8	Pump House Electrical and Control Plan
✓	E9	Pump House Lighting and Receptacle Plan
✓	E10	Storage Building Electrical Lighting and Receptacle Plan
✓	E11	Tank Cover Electrical and Lighting Plan and Details
✓	E12	Overall Site Electrical Plan
✓	E13	Conduit and Wire Schedule
✓	E14	Electrical Details 1
✓	E15	Electrical Details 2

2.6 Technical Specifications: Technical specifications will be prepared as a text document separate from the plans. Bidding or contracting documents will not be prepared under this task but will be prepared in a following task. It is anticipated that the Specifications will include sections from the following Divisions from standard MasterFormat specification sections.

- Bid Schedule
- Division 1 – General Requirements
- Division 2 – Existing Conditions
- Division 3 – Concrete
- Division 26 – Electrical
- Division 31 – Earthwork
- Division 32 – Exterior Improvements
- Division 33 – Utilities
- Division 34 – Transportation
- Division 30 – Process Integration
- Division 41 – Material Process and Handling Equipment
- Division 43 – Process Gas and Liquid Handling, Purification and Storage Equipment
- Division 46 – Water and Wastewater Equipment

Technical specifications will be prepared assuming a public works bidding selection process to be conducted by the Client with assistance from Coleman Engineering.

- 2.7 Bidding and Contracting Documents: Coleman Engineering will prepare Division 0, Bidding and Contracting Documents using the current edition of EJCDC standard documents.
- 2.8 Cost Opinion: Design services will include the preparation of an opinion of probable construction cost suitable for setting budgets. A cost opinion will be prepared with the 100% final submittal.
- 2.9 Draft Submittals: Coleman Engineering has anticipated submitting design drawings at the following draft stages: 100% draft, 100% final. At the 100% draft submittal, the Client, DDW, and DFA may review and comment on the design. Coleman Engineering will respond to comments, make edits to the plan set, and submit the 100% final design drawings and specifications.

Task 2 Deliverables:

- *100% Draft Plans, Technical Specifications, and Bidding and Contracting Documents (pdf files)*
- *100% Final Plans, Technical Specifications, Bidding and Contracting Documents, and Cost Opinion (pdf files)*

TASK 3 – Environmental Consulting

Coleman Engineering will engage the services of Area West Environmental, Inc. (AWE) to provide environmental consulting and biological support services. The Client anticipates construction funding through the SWRCB's Drinking Water SRF. AWE understands that the SWRCB has paid for environmental permits and environmental permitting is approximately 98% complete. Based on the California Environmental Quality Act (CEQA) Notice of Exemption prepared for the project, AWE anticipates that the permits include a Regional Water Quality Control Board (RWQCB) Water Quality Certification (WQC), a California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration Agreement (LSAA), and a U.S. Army Corps of Engineers (Corps) Nationwide Permit (NWP). Draft permits were not available during the preparation of this scope, so some assumptions on permit requirements are provided based on AWE's regulatory and permitting experience. AWE will provide the services described below to complete the permitting process and provide permit compliance throughout and following construction.

- 3.1 Attend Project Kick off Meeting: The AWE Project Manager will meet with ACWD and Team staff to review the scope of work, discuss the project design, and confirm the project approach. Prior to the meeting, AWE will review all existing documents related to the Project.
- 3.2 Permit Coordination: AWE will review the status of all permit applications for the Project. AWE will coordinate with ACWD, Team, and regulatory

staff to receive all necessary approvals for the Project. This task assumes up to 40 hours of agency coordination and meetings with resource agency staff.

- 3.3 Pre-Construction Nesting Bird Survey: In accordance with the CEQA NOE and anticipated requirements in CDFW's LSAA, if project activities will begin between February 1st and August 31st, a CDFW-biologist will conduct a pre-construction nesting bird survey within 500-feet of project activities no more than 5 days prior to the start of project activities. The results of the nesting bird survey will be summarized in a brief technical memo and provided to CDFW. The timing and survey area may be adjusted based on the final LSAA. This task assumes a one-day survey will be sufficient for the pre-construction survey and includes time for CDFW's approval of the Project biologist.
- 3.4 Worker Environmental Awareness Training (WEAT): AWE anticipates that CDFW's LSAA will include a measure requiring that all construction personnel receive WEAT that includes a description of avoidance and minimization measures, a list of special-status species which could occur onsite and a description of their habitat, how to identify the species, and procedures should an individual be encountered. AWE will provide WEAT brochures and present the WEAT to all construction personnel during a one-day site visit on the first day of construction. Additional copies of the WEAT will be provided to the resident engineer to train any construction personnel who are added to the Project. A sign-in sheet will be used to document all trained personnel.
- 3.5 Pre- and Post-Construction Reporting: Based on previous experience with resource agency permit requirements, AWE anticipates that the following pre- and post-construction reporting will be required. AWE will complete the following anticipated reporting:

CDFW: AWE will notify CDFW of the start of construction and will provide the results of the pre-construction nesting bird survey prior to construction (See Task 3.3). Following construction, AWE will prepare a brief post-construction report documenting compliance with all permit requirements. The post-construction report will include pre- and post-construction photographs from six photo points, documentation of WEAT training, and the date of Project completion. The post-construction report will be submitted to CDFW within 30-days of Project completion.

RWQCB: AWE will notify the RWQCB of the start of construction. Following construction, AWE will prepare a Notice of Completion report. The Notice of Completion will include a statement that the Project was constructed

according to plans, pre- and post-construction photographs from six photo points, project as-builts, and the date of Project completion. The Notice of Completion will be submitted to the RWQCB within 30-days of Project completion.

Corps: AWE will prepare a post-construction report for the Corps in compliance with the Nationwide Permit General Conditions. The post-construction report will include a statement that the Project was constructed according to plans and project as-builts. The post-construction report will be submitted to the Corps within 30-days of Project completion.

Task 3 Assumptions:

- *40 hours of resource agency coordination will be sufficient to complete receipt of all final permits. All meetings will be conducted virtually.*
- *A one-day site visit will be sufficient to complete the pre-construction nesting bird surveys.*
- *Access to the site would be granted at the time of the biological and cultural resources surveys; no return visits due to access limitations will be required.*
- *No protocol-level wildlife surveys will be conducted; these surveys often require multiple visits over longer time periods and within seasonal limits.*
- *No onsite biological monitor will be required by permit conditions.*
- *CDFW reporting requirements will include: construction start notification, pre-construction nesting bird survey results, and post-construction reporting. No additional reporting requirements will be required by permit conditions.*
- *RWQCB reporting requirements will include: construction start notification and Notice of Completion. No additional reporting requirements will be required by permit conditions.*
- *Corps reporting will include a post-construction report. The post-construction report will be submitted to CDFW within 30-days of Project completion.*

Task 3 Deliverables:

- *Draft and Final pre-construction nesting bird survey report*
- *Draft and Final Worker Environmental Awareness Training*
- *Twelve copies of the WEAT Brochures*
- *Draft and Final CDFW Post-construction Report*
- *Draft and Final RWQCB Notice of Completion*
- *Draft and Final Corps Post-Construction Report*

TASK 4 – Engineering Services During Bidding and Construction

- 4.1 Project Management During Bidding and Construction: Coleman Engineering will manage the bidding and construction phase of the project by coordinating with the Client, and sub-consultants, allocating the resources, and planning and organizing its efforts to meet the goals of the Client.
- 4.2 Engineering Services During Bidding: It is assumed that the Client will conduct a public bidding process consistent with State requirements by advertising for bids, distributing bidding documents to selected Contractors, and maintaining a Plan Holders List. Coleman Engineering will assist the Client by providing the following services during the bidding process:
- Managing reproduction and distribution of bid documents using a reproduction shop service.
 - Participating in a pre-bid meeting and site walk to be held at the project site.
 - Responding to bidders' inquiries via telephone. 24 labor hours have been budgeted for this sub-task.
 - Prepare two Addenda to the bid documents.
 - Host and conduct the bid opening at the Coleman Engineering office in Roseville, CA.
 - Assist the Client in evaluating bids and selecting a contractor. 16 labor hours have been budgeted for this sub-task.
 - Prepare conformed bid documents for use in construction. Conformed documents will include design changes made by addenda during the bidding period and will be the plans that will be issued to the field for construction.
- 4.3 Construction Review Site Visits and Meetings: Coleman Engineering has budgeted to participate in twenty (20) site visits and meetings at the project site to occur as needed, and as requested by the Client during the construction phase.

Coleman Engineering will stay in contact with the Contractor and Client's project superintendent via regularly scheduled telephone calls during the critical phases of the construction project. For budgeting purposes, twelve (12) construction telephone meetings have been assumed.

In addition to formal construction review meetings, the Coleman Engineering team will stay in contact with the Clients staff using regular

informal communications (telephone, e-mail, etc.). Coleman Engineering will keep the Client apprised of the status of the project at key points in its development.

- 4.4 Submittal Reviews: The design documents will require that information be submitted detailing materials, equipment, and some methods that are to be used in the construction of the new facilities. The Coleman Engineering team will review submittal information from the Contractor that is selected by the Client.

For budgeting purposes, it is assumed that the Coleman Engineering team will review and respond to a maximum of 50 submittals from the Contractor. For budgeting purposes, the maximum return and re-review rate on the submittals is assumed to be 25%. Submittal review timing will be as dictated in the technical specifications.

- 4.5 Response to Civil and Mechanical RFI's: It is anticipated that during construction, the Contractor will have questions about the intent of the design. Coleman Engineering has budgeted to respond to up to 12 Requests for Information related to the Civil and Mechanical design from the Contractor during construction.

- 4.6 Electrical Engineering During Construction: The Electrical Engineer on the Coleman Engineering team will provide the following services that are specific to the electrical design and construction activities:

- Submittal Reviews
- Responses to Electrical RFI's
- Factory testing
- Site witness testing
- Punch List Site Visit

- 4.7 Structural Engineering During Construction: The Structural Engineer and Architect on the Coleman Engineering team will provide the following services that are specific to the structural and architectural design and construction activities:

- Submittal Reviews
- Responses to Structural RFI's

- 4.8 Final Observations and Punch List: The Coleman Engineering team will make a final site visit to observe the complete operation of the well facility as demonstrated by the Contractor. During that visit, a Punch List will be prepared to itemize remaining Work to be accomplished by the Contractor. Upon completion of the Punch List items by the Contractor,

Coleman Engineering will prepare and provide a Letter of Substantial Completion which the Contractor and Client will require to finalize funding documents with the State.

- 4.9 Record Drawings: Coleman Engineering professionals will use As-Built Drawing information provided by the contractor to prepare Record Drawings. Record Drawings will be submitted to the Client for archival as reference materials.

- 4.10 Assembly of Maintenance Checklists, Operations Manuals, and Warranties: Coleman Engineering will compile the following items for delivery to the Client.
 - A list of maintenance procedures and recommended frequency of administration of those procedures
 - System component’s manufacturer’s equipment brochures, operations manuals and product warranties, organized and indexed in electronic form

Maintenance and Operations and Warranty information is assumed to be delivered in electronic format but can be printed and delivered in hard copy format on a time and materials basis if required by the Client.

Task 4 Deliverables:

- *Conformed Plans and Specifications (pdf and AutoCAD files)*
- *Submittal Review Comments – maximum of 50*
- *Response to Requests for Information – maximum of 10*
- *Record Drawings (pdf and AutoCAD files)*
- *Maintenance Checklists, Operations Manuals, and Warranties (pdf files)*

Schedule

Coleman Engineering will provide services in an expeditious and professional manner. Coleman Engineering anticipates the following schedule. Dates can be added to the schedule table after the Authorization to Proceed date is known.

Milestone	Elapsed Times
Authorization to Proceed	n/a
Data Transfer and Kick-Off Site Visit	4 weeks
100% draft Plans and Specifications delivered to the Client	18 weeks

Milestone	Elapsed Times
Client review of 100% draft submittal	4 weeks
100% Final design package delivered to the Client	8 weeks

Budgets

Coleman Engineering will provide the services outlined above on a Time and Materials basis according to the terms of payment outlined in the Agreement. Coleman Engineering reserves the right to transfer budgets between tasks while maintaining the total budget of the project.

The estimated budgets below include the cost of expenses directly related to the project including mileage, duplication, blueprinting, postage, delivery charges, plotting, outside reproductions, etc.

Coleman Engineering estimates the following budgets will be required to provide the services described above.

Task	Scope Item	Estimated Budget
1	Project Management, Meetings, and Funding Administration	\$83,086
2	Design Engineering	\$237,200
3	Environmental Consulting	\$22,323
4	Engineering Services During Bidding and Construction	\$185,262
TOTAL ENGINEERING BUDGET =		\$527,872

Prior to the Client’s execution of a funding agreement with the State of California, Coleman Engineering is only authorized to provide services from Tasks 1.1 and 1.4.

Following the Client’s execution of a funding agreement and payment of all outstanding balances to Coleman Engineering, Coleman Engineering will be authorized to proceed to provide all services as detailed in the Scope above.

Coleman Engineering will invoice the Client for all services rendered in accordance with the Agreement. The Client is not required to remit payment to Coleman Engineering according to the terms of the Agreement until funding from the State of California Drinking Water SRF program is secured, as evidenced by a fully executed funding agreement. However, if the Client chooses not to pursue State of California Drinking

Water SRF program funding, does not execute a funding agreement with the State of California, or otherwise does not proceed with the project, the balance of outstanding invoices will be payable within 30 days. Following execution of a funding agreement, the Client will be obligated to make timely payments to the Coleman Engineering as defined in Section 3 of the Agreement for Professional Services.

Tasks Not Included in this Scope of Services

This Scope of Services is intended to outline the services offered to the Client by Coleman Engineering. The list below is offered as a clarification of the services that are not included, not anticipated, or that will be completed by others.

1. Coleman Engineering CAD standards to be used.
2. The only coordination for approvals that will be made are with the Client, DDW/DFA, Sierra County, California Department of Forestry, and the 16-to-1 Mine. No other agencies will be consulted, coordinated with, or sought out for approvals.
3. Surveying or mapping. All topographic survey and legal descriptions are to be provided to Coleman Engineering by the Client.
4. Geotechnical Engineering to characterize site soils for structural designs is not available and is not included in this Scope of Services. Conservative design assumptions will be made in lieu of site specific geotechnical recommendations.
5. Architectural renderings.
6. Utility coordination and design, including potholing is not anticipated to be required and is not included in this Scope of Services.
7. Dewatering plan is not included but will be specified to be required by the Contractor, if needed.
8. SWPPP preparation is not included but will be specified to be provided by the Contractor, if required.
9. Site security facilities including video monitoring is not included. The extent of site security is planned to be a perimeter fence with manual vehicle gate around new facilities.
10. Architecture and landscape architecture, including planting, irrigation, and other site aesthetic features are not included.
11. Obtaining any required construction permits.
12. Full time construction inspection (may be offered under a separate contract).
13. Legal review of bidding documents.
14. Obtaining NPDES permits for discharges from sites (may be offered under a separate contract).
15. Hazardous materials permits or approvals.