

**PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND
PACE ENGINEERING, INC.**

This agreement is entered into between the County of Shasta, through its Department of Public Works, a political subdivision of the State of California ("County") and PACE Engineering, Inc. ("Consultant") for the purpose of providing engineering and construction administrative services to support the Department of Public Works with the completion of the CSA 17-Cottonwood Wastewater Treatment Plant Improvement Project (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall provide to the County professional engineering and construction administrative services for the CSA 17-Cottonwood Wastewater Treatment Plant Improvement Project in accordance with the Consultant proposed Scope of Work dated July 11, 2018, attached as Attachment A. The approved Consultant Engineering Fee and Schedule is attached hereto as Exhibit A, approved Consultant Standard Charges for Professional Services is attached hereto as Exhibit B and incorporated by reference.
- B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid \$1,251,780.00 for the services described in this agreement.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to the Department of Public Works a monthly invoice for the services prescribed in section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

This agreement shall commence as of the last date it has been signed by both Parties and shall end at Notice of Completion of construction with acceptance of Operational Manuals or March 30, 2023, whichever comes first.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee or the County's Public Works Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Public Works Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.
- E. During the term of this agreement, the Director may approve in writing and advance amendments to this agreement, provided a single amendment does not exceed \$63,000.00 (5% of the original total amount), and the total amount of the agreement does not exceed \$1,315,000.00.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant

shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. For professional services provided under this agreement, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement. Consultant shall also, at Consultant's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. The words "professional services" shall be interpreted as defined in Civil Code section

2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of

three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided

within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Section 205 of Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- D. The Age Discrimination Act of 1975, which prohibits age discrimination.
- E. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

- F. 40 CFR Part 7, as it relates to the foregoing.
- G. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- H. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- I. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 18. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001
530-225-5661; Fax 530-225-5667

If to Consultant: PACE Engineering, Inc.
1730 South Street
Redding, CA 96001
530-244-0202

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 25. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.]

Section 27. USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.]

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

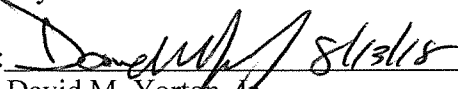
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

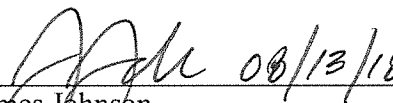
By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By:  8/13/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  08/13/18
James Johnson
Risk Management Analyst III

CONSULTANT

PACE Engineering, Inc.

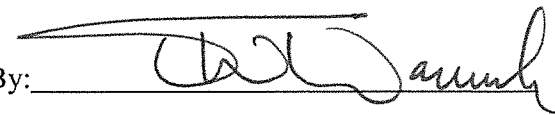
By: 

Print Name: Paul J. Reuter
056876

Title: President

Date: 8-13-18

Tax I.D.#: 94-2436391

By: 

Print Name: Thomas W. Warnock

Title: Principal Engineer/Vice President

Date: 8-13-18

C45008

ATTACHMENT A

Consultant Scope of Work

SCOPE OF WORK

Phase 1 – Final WWTP Planning and Design

PACE will attend an initial project coordination meeting with County staff to fine-tune the design elements and walk through proposed locations on-site at the CSA 17 WWTP. At key stages during the design, including but not limited to completion of 50% and 90% plans, specifications, and cost estimates, PACE will coordinate with County administration and operations staff to ensure all parties are in accordance with the design, costs, and expected operational outcomes. Comments will be incorporated and changes made as necessary. PACE will also coordinate with the Clean Water State Revolving Fund (CWSRF) and the Central Valley Regional Water Quality Control Boards (CVRWQCB) upon completion of 90% plans and specifications and incorporate all comments received from the funding and regulatory agencies into final construction documents suitable for public bidding.

PACE will complete topographic and construction surveying of the CSA 17 WWTP site and will subcontract the geotechnical work required for design of the biological selector and TBF to KC Engineering, whose information and qualifications for the work are included in the "Responsible Personnel" Section hereinafter. The fee for geotechnical services is included in the separate sealed envelope enclosed with this proposal.

Although not specifically mentioned in the RFP's Scope of Work, it is assumed the County will handle any land and/or easement acquisitions needed. Any associated costs required for this work have not been included in the attached fee proposal.

PACE will provide front-end specifications in the format of Engineers Joint Contract Documents Committee (EJCDC), which are in accordance with CWSRF requirements. These specifications will include bid forms, standards provisions, etc., as modified to meet County standards and CWSRF requirements. Such modifications are expected to include but will not be limited to: County indemnity and insurance requirements, CWSRF prevailing wage rate compliance, Disadvantaged Business Enterprises Good Faith Efforts, and American Iron and Steel Provisions and De Minimis Waivers. In addition to standard construction best management practices, PACE will also incorporate mitigation measures identified in the Initial Study Mitigated Negative Declaration (IS/MND) into the final construction documents.

PACE will provide technical specifications in the industry-standard Construction Specifications Institute (CSI) format. Where preferred by the County, and to the extent possible and practicable, specified equipment will match that which is existing and familiar to County staff for ease of future operations and maintenance (O&M).

Assuming a start of work date of September 2018, final plans, specifications, and Engineer's estimate will be completed with CWSRF, CVRWQCB, and County comments incorporated and ready for public bidding by June 2019.

SCOPE OF WORK

Phase 2 – Construction Contract Administration

Phase 2a – Services During Bidding

The construction bid package will meet all requirements of the County, funding, and regulatory agencies. PACE will assist the County in obtaining all permits necessary for completion of the project.

PACE will assist the County with bidding and award of the project. This will include conducting a pre-bid job walk, responding to bidder technical questions, and issuing addenda as needed. PACE will assist the County in examining bids ensuring bids meet project qualifications and Disadvantaged Business Enterprises Good Faith Efforts. PACE will assist in determining the lowest, responsive, responsible bidder to recommend to CWSRF and the Board of Supervisors for award of the construction contract.

Assuming the County approves advertising for bids by July 2019 and awards a construction contract by November 2019, construction would begin by January 2020 and be completed by January 2021. This schedule would meet the CWSRF final disbursement request date of March 30, 2021, included in CWSRF Construction Funding Agreement No. D17-01043; however, it is extremely tight. CWSRF allows for an extension of the final disbursement request date as long as an amendment request is received at least 90 days prior to that date. Depending on contracting and construction scheduling, a request for extension may be needed.

Phase 2b – Services During Construction

PACE will oversee construction management and construction observation of the project. This will include but not be limited to the following: review of material submittals to ensure they meet project specifications and CWSRF American Iron and Steel Requirements; conduct a preconstruction meeting; complete on-site construction observation and materials testing; monitor environmental mitigation measures associated with construction practices; complete field reports; prepare pay estimates; provide change order oversight; prepare record drawings; and complete a final report of construction completion acceptable to CWSRF.

It is noted that Mitigation Measures 4.4.7, 4.5.1, 4.5.2, and 4.5.3 identified in the IS/MND are in reference to biological and/or cultural resources and must be completed by a qualified biologist and/or archaeologist. Given that the County has an ongoing agreement with ENPLAN to complete environmental work, and ENPLAN completed the IS/MND for the project, it is recommended the County contract directly with ENPLAN for completing the mitigation measures specifically named above on an as-needed basis. As such, costs for this work are not included in the enclosed fee proposal.

PACE will provide mitigation monitoring for the remaining mitigation measures not specifically named above. PACE will also coordinate with the Wintu Nation of California, the contractor, the County, and the archaeological consultant to ensure the requirements of Exhibit D of the Construction Funding Agreement for the subject project are met.

SCOPE OF WORK

Although not mentioned in the RFP's Scope of Work, CWSRF requires a labor compliance program be adopted and enforced in accordance with California Labor Compliance Code. While it is ultimately the responsibility of the project Owner to verify the Code is being followed, PACE often completes the prevailing wage monitoring portion of projects for the Owner. Costs for this effort have been included in the enclosed fee proposal.

CWSRF funding administration during construction was also not mentioned in the RFP's Scope of Work but will be required as part of this project. Per Article II, Section 2.15 of the CWSRF Construction Funding Agreement, "...status reports are required no less frequently than quarterly.... A status report must accompany any disbursement request and is a condition precedent to any disbursement." Costs included in the enclosed fee proposal account for PACE completing status reports and submitting them to the County. It is anticipated this will be on a quarterly basis until construction begins, at which time it will be on a monthly basis concurrent with contractor pay estimates. Costs anticipate the County will submit all disbursement requests to CWSRF.

PACE can provide in-house programming for the supervisory control and data acquisition (SCADA) system. This is typically completed during construction by a programming subcontractor under the prime contractor. However, in PACE's experience, coordination and troubleshooting during operational testing and functional acceptance testing between the prime contractor, subcontractor, and electrical engineer can be a very time consuming and difficult process at the end of a construction project. When PACE completes SCADA programming in-house, we are able to work directly with the prime contractor and Owner to more efficiently resolve operational problems that inevitably arise during this stage of construction. PACE has found this process to be much more seamless, and ultimately results in a better product for the Owner. As such, PACE has included costs in the enclosed fee proposal to provide SCADA programming services on the CSA 17 WWTP Improvement Project.

Phase 2c – Resident Project Representative

In PACE's experience, full-time construction observation is needed during significant WWTP projects such as this one. As such, the enclosed fee proposal includes costs for one full-time resident project representative to provide construction observation for the duration of the project, from start of construction through final acceptance testing.

Phase 3 – Post-Construction Engineering Services

Phase 3a – WWTP Startup Services

Although not mentioned in the RFP's Scope of Work, as indicated in the CWSRF Project Report, there is funding set aside for assistance with WWTP startup services. PACE recommends the County contract with PACE to provide support and assistance throughout the WWTP startup process. In PACE's experience, it is invaluable to operations staff for the engineers and operators familiar with the improvements to take part in this startup learning process. There are inevitably questions from operations staff that arise and problems that must be worked through when new processes and controls first get placed into operation and for a short time thereafter. As such, the enclosed fee proposal includes costs for PACE to provide WWTP startup services for the first few months of operation.

Phases 3b, 3c, and 3d – WWTP Report of Waste Discharge (ROWD), O&M Manual, and Standard Operating Procedures (SOP)

Also not mentioned in the RFP's Scope of Work, it is recommended the County consider the existing Waste Discharge Requirements (WDRs) Order No. R5-2016-0066, which is set to expire September 30, 2021. As such, a ROWD will be due by April 3, 2021, just after construction is scheduled to be complete. Per the CWSRF Project Report, there is CWSRF funding set aside for completion of the ROWD and WDR renewal. There is also funding available for an updated CSA 17 WWTP O&M Manual and updated SOPs. It is recommended these documents be completed detailing the updated WWTP processes as part of the CWSRF-funded project. As such, costs have been included in the enclosed fee proposal for PACE to complete a ROWD, O&M Manual, and SOPs for the resulting upgraded WWTP.

FIGURE 1

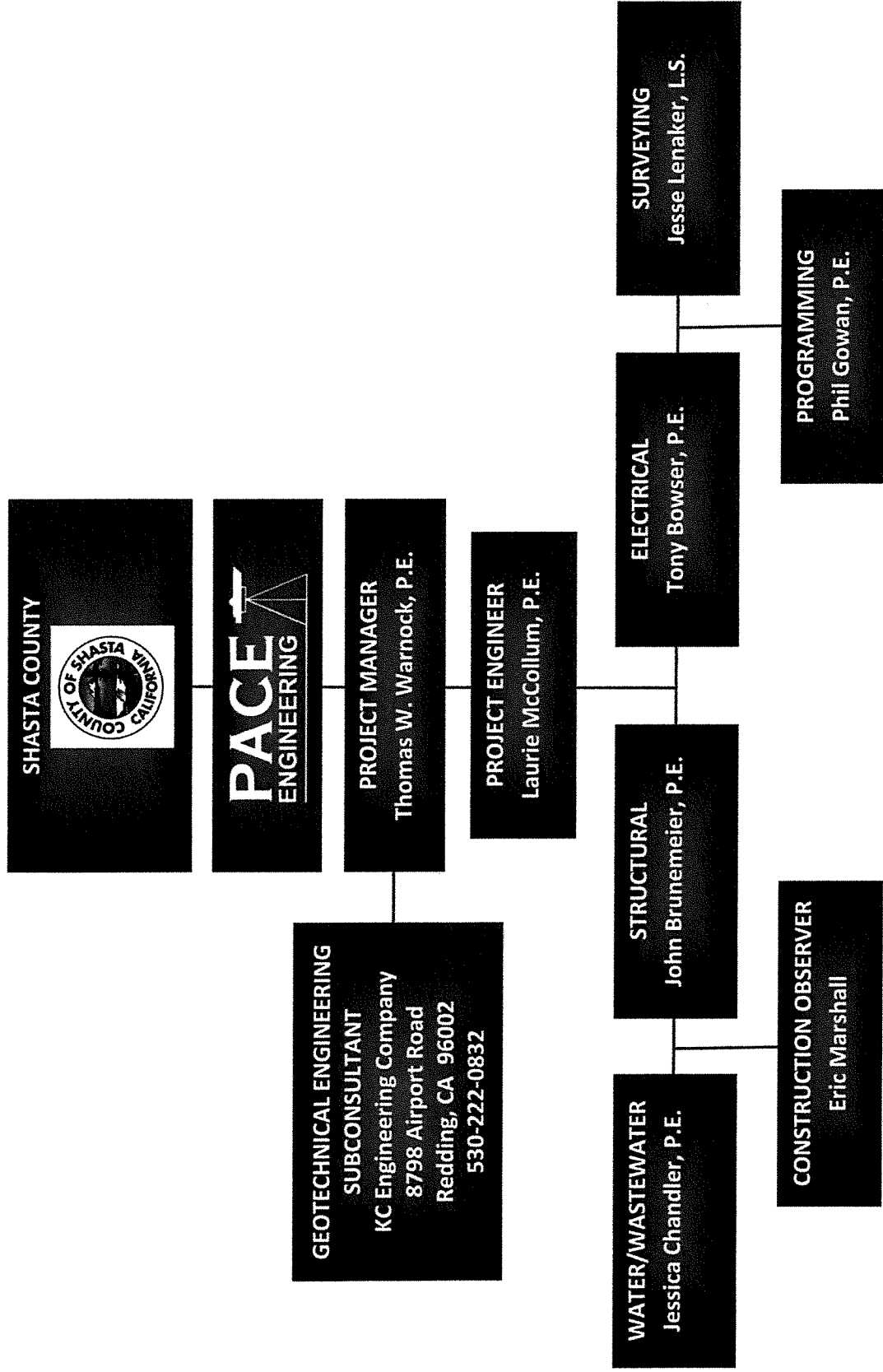


EXHIBIT A

Consultant Engineering Fee and Schedule

EXHIBIT B

Consultant Standard Charges for Professional Services

Exhibit B

STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective through December 31, 2018

LABOR CLASSIFICATION		HOURLY RATE
Senior Engineering Consultant	E8	\$205
Managing Engineer	E7	\$205
Principal Engineer	E6	\$193
Senior Engineer	E5	\$178
Associate Engineer	E4	\$159
Staff Engineer/Grade 3	E3	\$143
Staff Engineer/Grade 2	E2	\$134
Staff Engineer/Grade 1	E1	\$122
Engineering Technician 4	T4	\$134
Engineering Technician 3	T3	\$121
Engineering Technician 2	T2	\$109
Engineering Technician 1	T1	\$94
One-Man Survey Crew	SC1	\$226
Two-Man Survey Crew	SC2	\$288
Two-Man Survey Crew (O/T)	SC2x	\$341
Three-Man Survey Crew	SC3	\$355
Survey Supervisor	SS1	\$166
Licensed Land Surveyor	LS1	\$150
Admin. Clerk III	AD3	\$75
Admin. Clerk II	AD2	\$66
Admin. Clerk I	AD1	\$59

EXPENSES

Meals and Lodging:	At cost (out-of-town and overnight work only)
Vehicle Transportation:	Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost
Outside Services & Fees:	At cost plus 10% administrative fee
Computers, Plotters and Electronic	
Distance Measuring Instruments:	Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

Refer to Exhibit B-1 for hourly rates on prevailing wage projects.

STANDARD CHARGES FOR PREVAILING WAGE PROFESSIONAL SERVICES
Effective through December 31, 2018

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$174
Prevailing Wage Group 2 - Construction Observer (O/T)	\$204
Prevailing Wage Group 2 - Construction Observer (Double-Time)	\$235
Prevailing Wage One-man Survey Crew	\$268
Prevailing Wage Two-man Survey Crew	\$369
Prevailing Wage Two-man Survey Crew (O/T)	\$436
Prevailing Wage Two-man Survey Crew (2x O/T)	\$502
Prevailing Wage Three-man Survey Crew	\$488
Prevailing Wage Three-man Survey Crew (O/T)	\$575

EXPENSES

Meals and Lodging:	At cost (out-of-town and overnight work only)
Vehicle Transportation:	Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost
Outside Services & Fees:	At cost plus 10% administrative fee
Computers, Plotters and Electronic	
Distance Measuring Instruments:	Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.