

## STANDARD TERMS AND CONDITIONS

**THIS AGREEMENT** made and entered into by and between the Christian Valley Park, a California Community Services District (hereinafter referred to as "Christian Valley") and the Hydros Consulting, Inc. (hereinafter referred to as "Consultant" or "HYDROS") to provide consulting services with regard to the project described on the frontsheet.

### WITNESSETH:

**WHEREAS**, Christian Valley has determined that it is necessary to obtain a qualified consultant to provide professional services to Christian Valley; and

**WHEREAS**, Consultant has represented to Christian Valley that they are experienced, expert and competent to perform the consulting services required hereunder; and

**WHEREAS**, it is the intent of the parties hereto that said tasks shall be completed in conformity with all applicable federal, state and local laws, so as to provide an appropriate and enforceable basis for Christian Valley action on the project.

**NOW, THEREFORE**, Christian Valley and Consultant mutually agree as follows:

#### ARTICLE 1. Scope of Services

##### 1.1. Project Scope.

The services to be provided by Consultant shall be as set forth in the Project Scope (attached as Exhibit A to this agreement). Exhibit A may also set forth a schedule of stages for completion of documents.

##### 1.2. Meetings to Be Attended.

Consultant shall be obligated to meet with Christian Valley staff, other agencies, or department resource persons as necessary to complete the documents under this agreement.

Christian Valley shall be responsible for scheduling and providing all public notices for all such meetings. Consultant shall be ready, willing, and able to answer questions concerning the completeness of the plans and programs and the methods used to develop the information for the plans and programs. Consultant agrees that it will meet with Christian Valley staff when requested at reasonable times and upon reasonable notice. Consultant shall be prepared to submit all material completed to date at each such meeting. The meetings shall be conducted in order to establish a close working relationship between Christian Valley staff and Consultant in order for Consultant to stay continually apprised of the direction Christian Valley desires to take with the documents.

##### 1.3. Copies of Documents.

Consultant shall provide to Christian Valley one original of each administrative draft or report and Christian Valley shall make further copies as needed for the Commission and public.

##### 1.4. Responsibilities of Christian Valley Staff.

Christian Valley shall review and approve all administrative draft reports submitted by the Consultant. Christian Valley shall notify the Consultant, in writing, of ambiguities, discrepancies, deficiencies, omissions, or errors which its review indicates are contained in such data or documents. Once the Consultant has responded to Christian Valley comments, Christian Valley shall review the Consultant response. If Christian Valley determines the response to be adequate, it shall approve the response. If Christian Valley determines the response inadequate, the response shall be returned to the Consultant for further revision.

The Executive Officer and Christian Valley Legal Counsel shall be the persons authorized to provide all direction, input, acceptances or instructions on behalf of Christian Valley unless such authority is otherwise expressly assigned to the Commission or a subcommittee thereof. Notwithstanding the foregoing or any other provisions of this contract, no amendments affecting the compensation to be paid to Consultant under this agreement shall be effective unless and until put in writing and signed by Christian Valley.

1.5. Consultant Response to Commission Staff Review and Approval.

Consultant shall revise or rewrite all administrative draft reports to correct all discrepancies, deficiencies, omissions, errors, or ambiguities, to the satisfaction of Christian Valley. The Consultant shall perform all additional work reasonably deemed necessary by Christian Valley to correct all errors, omissions, discrepancies, deficiencies, or ambiguities without additional compensation if such errors, omissions, discrepancies, deficiencies or ambiguities are the result of Consultant's work. Consultant shall give immediate attention to these changes so there will be a minimum delay to Christian Valley.

**ARTICLE 2. Compensation for Services**

2.1. Compensation

Consultant shall be compensated for all proper and approved Direct Personal Expenses, Reimbursable Costs, and Out-of-Pocket Expenses (defined below). Consultants Project Budget is attached as Exhibit B.

- 2.1.1.1. *Direct Personnel Expense* shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.
- 2.1.1.2. *Reimbursable Costs* include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.
- 2.1.1.3. *Out-of-Pocket Expenses* shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment. It is understood and agreed that Consultant's services under this Agreement are limited to those described in and Exhibit A, if applicable and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

2.2. Invoice Procedures and Payment

Consultant shall submit invoices to the Christian Valley for work accomplished during each financial month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Consultant will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by Consultant as soon as possible after the end of the month in which the work was accomplished.

For services provided on a Time and Materials basis, the amount of each monthly invoice shall be determined on time spent on various tasks whereby Consultant will provide an invoice with personnel and time spent based on the billing rates included in Exhibits A and B during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by Consultant as soon as possible after the end of the month in which the work was accomplished.

Even on a time and material basis, Consultant shall provide a percentage of completion estimate with each billing. The estimate shall include an estimate of 1) the percentage of the work needed to complete the task, completed as of the invoice and 2) the percentage of the total task amount that will have been paid to Consultant including the invoice amount. This will allow the parties to identify if the cost is exceeding the work performed so that adjustments may be made.

Christian Valley, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to Christian Valley at the address set out herein or is otherwise delivered.

It is understood and agreed that Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between Christian Valley and Consultant describing the services desired and providing a basis for compensation.

### **ARTICLE 3. Contract Performance Time**

#### **3.1. Work to Be Done Within Schedule.**

All of the work (or phases of the work) required by this Contract shall be completed in a timely manner and ready for acceptance by the times and dates specified in the schedule set out in the Project Scope (if any).

#### **3.2. Extensions of Time.**

The Christian Valley Executive Officer is authorized to extend the time for performance of any task or item called for in the Project Scope for good reason. Unless an extension of time to perform is approved by Christian Valley, Consultant shall complete the work within the time called for in the contract.

### **ARTICLE 4. Changes to Agreement**

#### **4.1. Change Orders.**

The parties may determine, from time to time, that changes are necessary in the scope of services to be provided by Consultant under this agreement. Such changes, including any increase or decrease in the amount of Consultant's compensation, in order to be effective, shall be mutually agreed upon by and between Christian Valley and Consultant and shall be incorporated by written amendments to this agreement or the Exhibits attached hereto. Said amendments shall only become effective when fully signed by duly authorized officers of both parties. Any such work shall be compensated in accordance with the billing rates for extra work unless otherwise agreed.

### **ARTICLE 5. Representations of Consultant**

#### **5.1. Technically Adequate Studies.**

The Consultant agrees that services provided by the Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in California under similar conditions. Consultant further agrees that its work will comply with applicable requirements of statutes, laws, regulations, guidelines, and applicable case law at the time that the work product is delivered to and accepted by the Executive Officer.

#### **5.2. Consultant to Christian Valley.**

It is understood that the studies prepared under this contract are to be prepared in and with cooperation from Christian Valley and its staff and that Consultant's responsibility will be to Christian Valley. Consultant shall act as Consultant only to Christian Valley and shall not act as Consultant to any other individual or entity affected by these plans and programs in any manner that would conflict with Consultant's responsibilities to Christian Valley during the term of this contract without the express written consent of Christian Valley.

#### **5.3. Assignment, Delegation & Subcontractors.**

Consultant acknowledges that Christian Valley's selection of Consultant for the performance of the work of this agreement is based upon the personal qualifications of Consultant's professional employees. There shall be no subcontracting or assignment without the consent of Christian Valley. Consultant shall be fully responsible for the products and performance of any sub-consultants and shall ensure their compliance with the terms of this agreement.

#### **5.4. Nondiscrimination.**

There shall be no discrimination against any employee who is employed in the work covered by this agreement, or against any applicant for such employment because of race, religion, color, sex, age, marital status, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **5.5. Interest of Consultant.**

Consultant covenants that neither Consultant nor the subcontractors identified herein presently have any personal or financial interest and shall not acquire an interest in any manner or degree which would conflict with the performance of

her or his services hereunder. Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed or subcontracted with to perform any services required hereunder.

## ARTICLE 6. Risk Management

### 6.1. Consultant and Subcontractors - Independent Contractors.

Consultant and those persons or entities providing services hereunder are independent contractors. As such, each shall be responsible for performing the work under this agreement in a safe, skillful, professional and workmanlike manner and shall be liable for her/his own negligence and the negligent acts of her/his employees. Christian Valley shall have no right of control over the manner in which the work is to be done and shall, therefore, not be charged with the responsibility of preventing risk to Consultant or her/his employees.

### 6.2. Consultant to Provide Insurance.

6.2.1. **Insurance Coverage:** Consultant shall maintain, at Consultant's own expense during the term hereof, insurance with respect to Consultant's business, the premises and all activities or services in the performance of this agreement, of the types and in the minimum amounts described generally as follow:

- 6.2.1.1. Full Worker's Compensation and Employers Liability Insurance covering all employees of Consultant as required by law in the State of California. The Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to Christian Valley prior to commencement of work.
- 6.2.1.2. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of \$1,000,000.00 combined single limit per occurrence.
- 6.2.1.3. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, leased and non-owned vehicles used in connection with Consultant's business of \$500,000.00 combined single limit per occurrence.
- 6.2.1.4. Throughout the duration of the project, Consultant shall carry professional liability insurance in a standard form, including errors and omissions coverage, with a company admitted to do insurance business in the State of California and approved by Christian Valley.

6.2.2. **Proof of Insurance Requirements:** Consultant shall furnish proof of coverage satisfactory to Christian Valley as evidence that the insurance required above is being maintained.

6.2.3. **Policy Deductibles:** Consultant shall be responsible for all deductibles in all of the insurance policies required hereunder. The amount of deductibles for an insurance coverage required herein shall be reasonable and subject to Christian Valley's approval.

6.2.4. **Consultant's Insurance as Primary:** The Consultant's insurance coverage shall be primary as respects Christian Valley, its officials, employees and volunteers. Any insurance or self-insurance maintained by Christian Valley, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

6.2.5. **Waiver of Subrogation:** Consultant's worker's compensation insurer shall agree to waive all rights of subrogation against Christian Valley, its officers, officials and volunteers for losses arising from work performed by Consultant for Christian Valley.

6.2.6. **Material Breach:** It is further agreed that failure of Consultant to maintain the insurance required by this paragraph or to comply with any of the requirements of this section shall constitute a material breach of the entire agreement.

6.2.7. **Waiver of Requirements:** The Executive Officer may waive the general liability and professional liability requirements of this contract where the risk is determined to be low, and the burden on the Consultant to obtain such insurance would be disproportionate to the magnitude of the contract. Any such waiver must be in writing, signed by the Executive Officer, to be effective.

6.3. Indemnity.

6.3.1 *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

6.3.2 *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

6.4. Limits of Liability *Engineer's Liability Limited to Stated Amount:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project, Engineer's or its Consultants' services, or the specific Task Order, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$2,000,000.

**ARTICLE 7. Termination**

7.1. Termination by Christian Valley.

The parties agree that Christian Valley shall have an absolute right, in its sole discretion and for any reason, to terminate this contract, with or without cause. Any such termination shall be effective immediately upon receipt by Consultant of a written notice from Christian Valley of its election to terminate, or on the third day after the mailing of such written notice to Consultant at the address specified herein, whichever occurs earlier.

7.2. Termination by Consultant.

Consultant acknowledges and agrees that due to the nature of the work encompassed by this contract, the damage and loss to Christian Valley if Consultant does not complete the work required by this contract, and Christian Valley's reliance on Consultant and the professionals that it has employed and assembled to perform all work, Consultant shall not be allowed to terminate this contract without the express written consent of Christian Valley; provided, however, if Christian Valley shall, without good cause, have failed to pay Consultant for a period of 45 days from the date any such payment was due, and any such payment is not tendered within 5 days of a written demand and Notice of Termination, then and only then may Consultant terminate this contract.

7.3. Termination Procedures.

7.3.1. Should this Agreement be terminated, all materials produced to the date of termination shall be delivered to Christian Valley upon final payment to Consultant. Materials delivered shall include, and not be limited to, field data, record data, reports, partially completed reports, partially completed plans, specifications and estimates, and all relevant documentation that is part of the record under PRC §21167.6(e).

7.3.2. In the event of termination, Christian Valley shall pay Consultant for all services which were properly rendered to date of termination, based on percentage of completion. If the parties disagree on the percentage of completion it shall be arbitrated as provided in Section 8.4, below.

**ARTICLE 8. General Provisions**

8.1. Authorization of Signatories.

The parties hereto represent that the undersigned individuals executing this agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind said parties by the obligations set forth herein.

8.2. Ownership of Data Developed for Contract.

Consultant recognizes that under CEQA PRC §21167.6(e) and other similar statutes all information, data, maps, charts, tables, photographs, and photo-ready materials used, relied upon, or prepared by the Consultant and any sub-consultants of Consultant for the completion of tasks as provided for in this contract may be part of the Record of Proceedings. All such materials shall be the property of Christian Valley and shall be delivered by the Consultant to Christian Valley as needed by Christian Valley during the preparation of the environmental document. Consultant, by signing this contract, disclaims any copyright in the information published in the execution of the contract and agrees to bind all sub-consultants to the terms of this agreement. Consultant shall not be held liable for any modification or re-use of Commission-owned documents for purposes outside of this agreement.

8.3. Books of Account.

The Consultant agrees to keep proper books of record and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses. Said books will be available at all times for reasonable examination by Christian Valley and for a period not to exceed three years after termination of the Contract.

8.4 Arbitration of Disputes.

- 8.4.1 Any controversy between the parties involving the construction, application or performance of any of the terms, provisions, or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action or arbitration.
- 8.4.2 If the mediation is unsuccessful, either party may, within 5 days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.
- 8.4.3 **Exceptions to Mediation/Arbitration:** Neither mediation nor arbitration is required under the following limited circumstances:
  - 8.3.1.1. If the matter is justiciable in small claims court, then the dispute shall be resolved through that court.
  - 8.3.1.2. If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.
- 8.4.4. Except as provided herein, arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 *et seq.* of the California Code of Civil Procedure.
- 8.4.5. Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator. If they are unable to agree on a single arbitrator, each party shall appoint an arbitrator and the two arbitrators shall select a third impartial arbitrator. The appointment of all arbitrators should be completed within 21 days of receipt of notice, and the matter set for hearing within 45 days thereafter. The decision of a majority of the arbitrators, after close of the hearing, shall be final and conclusive upon the parties.
- 8.4.6. The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.
- 8.4.7. Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay their share in a timely fashion, the arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The arbitrator may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorney fees and expenses between the parties in such proportions as the arbitrator decides is just and reasonable.

8.4.8. In making his or her decision, the arbitrator shall follow California Law. The arbitrator is not authorized to deviate from the law or from legally permitted legal or equitable remedies. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.**

**BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.**

**We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration.**

*HYDROS*

*Christian Valley*

Initial: \_\_\_\_\_

8.5 Compliance with Applicable Laws.

Consultant shall make every reasonable effort to comply with any and all applicable federal, state and local law affecting the services covered by this Contract. The Consultant agrees that services provided by the Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in California under similar conditions. Consultant further agrees that every reasonable effort to comply with applicable requirements of statutes, laws, regulations, guidelines, and applicable case law at the time that the work product is delivered to and accepted by the Executive Officer. In the event the Consultant encounters a conflict between such laws, Consultant shall notify Christian Valley in writing and the parties shall work cooperatively to resolve the conflict.

8.6 Conflicting Terms

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: (1) this Agreement (2) any attached Exhibits.

8.7 Entire Agreement.

This instrument, including the information on the frontsheet, contains the entire agreement between the parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless put in writing and signed by the party to be charged. The information and special provisions contained in the frontsheet shall supersede any conflicting provisions of the standard terms and conditions.

**HYDROS CONSULTING, INC.**

By: \_\_\_\_\_  
Authorized Officer – Gerry LaBudde, CFO

Dated: \_\_\_\_\_

**CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

Dated: \_\_\_\_\_

**CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT  
CONSULTING SERVICES AGREEMENT**

Name of Consultant:	<b>Hydros Consulting, Inc.</b>		
Project Name:	<b>Proposition 1 Planning and Design Phase – Phase 1 Water Storage Tank Project</b>		
Completion Date:			
Total Contract Amount:	<b>\$195,729 (If project is exempt from CEQA.) \$258,349 (If ISMND is required.)</b>		
Payment Schedule	<input checked="" type="checkbox"/> Monthly Billing	<input type="checkbox"/> Payment Upon Completion	<input type="checkbox"/> Other

**Special Contract Terms and Attachments (if any):**

Exhibit A: *Project Scope*, Attachment T4 (Revised 10/21/2016) attached hereto and incorporated by reference (4 pages).

Exhibit B: *Project Budget*, attached hereto and incorporated by reference (1 page).

**HYDROS CONSULTING, INC.**

**Address:** POB 81  
Weimar, CA 95736

**Contact Person:**  
Gerry LaBudde, PE

**Phone:** 530-637-4441

**Fax:** 530-637-4441

By:   
Authorized Officer – Gerry LaBudde, CFO

Dated: 2-14-17


**CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT**

**Address:** POB 3138  
Auburn, CA 95604

**Contact Person:**

**Phone:** 530-878-8050

**Fax:**

By:   
Authorized Officer

Dated: 2/14/17



**CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT  
CONSULTING SERVICES AGREEMENT  
EXHIBIT A**

Attachment T4  
(Revised 10/21/2016)

**Project Scope  
Christian Valley Park Community Services District  
Project Number XXXXX**

Project Scope for the Planning Phase work is described below:

**Task 1 - Project Evaluation & Pre-design Engineering**

- a. Analyze project alternatives, identify the preferred alternative, and to address the existing deficiencies. Background work related to the new tank is included in the:
  - Potable Water Storage Alternative Study, December 2011, Stantec Consulting Services, Inc.
  - Potable Water Storage Facilities Review and Update of December 11, 2011 Study, Hydros Consulting Inc., August 2015
  - Preliminary Geologic/Geotechnical Memo, Water Storage Tank Feasibility Study (Draft), March 2015, Crawford & Associates, Inc.
  - Topographic Survey – Christian Valley Reservoir Site, Andregg Geomatics, January 2015
- b. Prepare Preliminary Engineering Report to identify specific improvements, costs and preferred alternatives. Work associated with the PER will build upon previous work already completed and be incorporated into the engineering report included in Task 5. Critical issues that must be addressed include:
  - Confirmation of preferred project.
  - Setback requirements.
  - Elevations (bottom of tank and overflow) and how it will integrate into the existing reservoir operation and future tank to replace the existing reservoir.
  - Site piping including interconnections with existing reservoir and distribution system pipeline.
  - Geotechnical constraints.
  - Replacement of existing hydro-pneumatic tank.
  - Site piping and valve.
  - Lift station.
  - Cost estimate.

**Task 2 - Geotechnical Investigation & Site Surveying**

- a. Completion of the Geotechnical study, including vertical borings to finalize the

design parameters. Existing report intended as a screening level evaluation to determine site suitability. Alternative to construct an elevated tank pad at the site will be evaluated due to the potential of hydraulic constraints related to elevation of the existing reservoir outlet. Geotechnical and setback issues will be limiting factors and considered if the site is filled to increase the elevation.

- b. Perform geotechnical investigation of tank to evaluate soil parameters related to seismic design of tank foundations. Work will include supplementary borings, laboratory testing and finalization of the draft geotechnical report including design recommendations.
  - Supplement Draft Geotechnical Report - Geotechnical investigation report for the site to assist with evaluation of project. The report will be prepared by a California licensed geologist/engineer.

**Task 3 - Consolidation Study** – Evaluate the feasibility of consolidation of potable water systems and facilities within a five (5) mile radius of the water system. Scope of work items included in the evaluation include:

- a. Initiate contact with possible consolidation candidates including – Meadow Vista County Water District, and Placer County Water Agency;
- b. Determine preliminary agreements/commitments to participate in consolidation of facilities;
- c. Evaluate cost of construction and benefit and determine if consolidation is a viable and preferred option

**If Feasible:**

- a. Prepare preliminary agreements/commitments to participate in consolidation of facilities;
- b. Prepare draft water service agreements including transfer of water rights to restructured water system;
- c. Evaluate Local Agency Formation Commission (LAFCO) requirements and coordination; Payment of LAFCO fee.
- d. Prepare agreements authorizing to act on the behalf of the participating water system if such consolidation project is part of project.

**Task 4 - Water Rate Study** – Prepare a water rate study to determine impacts of project improvements. The rate study, performed by a financial consultant, will utilize the previous rate study completed in 2013 as basis and assess revenue/expenses, including impacts of the proposed project to determine an appropriate rate structure to ensure adequate revenue. A supplemental cash flow evaluation is being prepared to evaluate cash on hand, versus anticipated revenue/expenses. Based on results of the cash flow evaluation, a financial rate study may be performed if determined to be necessary and has been included in the project budget.

**Task 5 - Engineering Report** - Prepare and submit an engineering report to include summary of alternatives evaluated, selection of preferred alternative and proposed construction project, basis of design, conceptual design, and opinion of probable construction cost for the selected construction project. Major components of the Predesign Report will include:

- a. Identify project components, select preferred alternatives, update site plans, update project cost estimates
  - Treated Water Storage Improvements
    - i. New 500,000 gallon storage tank (size to be confirmed as part of engineering alternatives);
    - ii. Site piping modifications;
    - iii. Site work including paving and grading;
    - iv. Site security including fencing and cameras; and
    - v. Controls and instrumentation. Setback requirements.
    - vi. Elevations (bottom of tank and overflow) and how it will integrate into the existing reservoir operation and future tank to replace the existing reservoir.
    - vii. Lift station if necessary.
    - viii. Geotechnical constraints.
  - Site piping including interconnections with existing reservoir and distribution system pipeline. A major component will be the phasing and integration of the Phase 2 work that will include the decommissioning of the existing covered reservoir.
  - Replacement of existing hydro-pneumatic tank.
  - Cost estimate for Phases 1 and 2.

**Task 6 - TMF Assessment** – Hydros will utilize the State Water Resources Control Board Standard TMF form for the completion of the analysis.

- a. Prepare TMF assessment based on the California State Water Resources Control Board (SWRCB) approved project identified from preliminary engineering;
- b. Prepare all supporting documentation necessary to fulfill and complete requirements outlined in SWRCB TMF Assessment Form for Community Water Systems.
- c. We will rely on the District to provide some of the information related to governance and budget related information.

### **Task 7 - CEQA**

California Environmental Quality Act (CEQA) will be prepared. Determination will be made regarding the type of document is necessary to fulfill CEQA requirements. We have assumed an Initial Study/Mitigated Negative Declaration (ISMND) will be necessary and included a 'contingency' line item to budget for that work and have included budget for that level of effort. However, we have included \$500 for evaluation of CEQA requirements and a contingency value of \$62,620 that would be used if an ISMND is necessary.

Assuming and ISMND is necessary, major aspects of the CEQA Document will include:

- |  |                  |
|--|------------------|
| • Project Description                      | • Aesthetics     |
| • Biological and Cultural Resource Surveys | • Air Quality    |
| • Noise                                    | • Transportation |
| • Water and Hydrology                      | • Greenhouse Gas |

The findings will be documented in an Administrative Draft for review and comment prior to circulation for public review. Timelines and protocol will be developed per CEQA requirements. The District will act as the Lead Agency. The California Fish and Wildlife Fee has been included in the budget.

For budgeting purposes, a \$500 place holder has been included to determine the type of CEQA document necessary. Given the proximity of neighbors and significance of the project we anticipate the need for an ISMD. Federal cross cutter and biological and cultural reports have been included in the fee estimate.

**Task 8 - Plans and Specifications**

- a. Conduct final design of selected construction project. Plans will be prepared under the direction of a registered California Civil Engineer.
- b. Develop the construction plans, specifications, and detailed cost breakdown for the selected construction project.

**Task 9 – Project Management and Assistance**

- a. Project management, progress billing and status reports.
- b. Assist District during preparation of Prop 1 reimbursement requests.

Bid period services, engineering services and inspection is not included in this scope of work.



**Project Budget**

Hydros Consulting Job#: CVPC16-001  
 Christian Valley Park Community Services District  
 Water Storage Project - Phase 1 - Prop 1 Planning Phase

TASK NO.	DESCRIPTION	NOTES	Staff					HYDROS FEE	DIRECT EXPENSE	Control						TOTAL		
			Principal	Engineer	Eng. Tech	Design/Draft	Admin			Point	ENVIRO	Structural	Survey	Geotech	Finance			
			\$ 150	\$ 120	\$ 95	\$ 110	\$ 65											
<b>Task 1</b>	<b>Project Evaluation and Pre-Design Engineering</b>	(a)	HRS															
a	Identify and evaluate alternatives for consideration in predesign report.		6					\$ 900									\$ 900	
b	Prepare draft Predesign Report		12		8	8	8	\$ 3,960	\$ 100	\$ 1,000							\$ 5,060	
c	Review meeting with client and/or State		4					\$ 600	\$ 100	\$ 500							\$ 1,200	
d	Finalize Predesign Report		8		6			\$ 1,770	\$ 100	\$ 500							\$ 2,370	
	<b>Subtotal</b>		30	0	14	8	8	\$ 7,230	\$ 300	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,530	
<b>Task 2</b>	<b>Geotechnical Investigation &amp; Site Surveying</b>																	
a	Geotechnical Investigation (supplement tank site evaluation)		4		4			\$ 980								\$ 7,500	\$ 8,480	
b	Site survey complete - Included budget for work for any additional piping offsite		2		4			\$ 680						\$ 3,000			\$ 3,680	
	<b>Subtotal</b>		6	0	8	0	0	\$ 1,660	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 7,500	\$ -	\$ -	\$ 12,160	
<b>Task 3</b>	<b>Consolidation Study (if required)</b>																	
a	Contact neighboring agencies		2					\$ 300									\$ 300	
b	Determine requirements and connection charges		6		6			\$ 1,470									\$ 1,470	
c	Identify costs for Infrastructure		8		4			\$ 1,580									\$ 1,580	
d	Determine feasibility		8		4			\$ 1,580									\$ 1,580	
e	Prepare report to document findings		8		4			\$ 2,100	\$ 100								\$ 2,200	
	<b>Subtotal</b>		32	0	18	0	8	\$ 7,030	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,130	
<b>Task 4</b>	<b>Water Rate Study</b>																	
			24		12			\$ 5,260	\$ 100								\$ 5,360	
	<b>Subtotal</b>		24	0	12	0	8	\$ 5,260	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000	\$ 22,360	
<b>Task 5</b>	<b>Engineering Report</b>																	
a	Prepare Draft Engineering Report		60		40	80	8	\$ 22,120	\$ 250	5000		1000					\$ 28,370	
b	Review Meeting		4		4			\$ 980		1000							\$ 1,980	
c	Finalize Report		16		8	6	4	\$ 4,080	\$ 250	1000							\$ 5,330	
	<b>Subtotal</b>		80	0	52	86	12	\$ 27,180	\$ 500	\$ 7,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 35,680	
<b>Task 6</b>	<b>Prepare TMF (if required)</b>																	
a	Prepare TMF Draft		4		12	8	6	\$ 3,010									\$ 3,010	
b	Coordinate with State		4		8			\$ 1,750									\$ 1,750	
c	Revise TMF and Resubmit		2		8			\$ 1,450									\$ 1,450	
	<b>Subtotal</b>		10	0	28	8	18	\$ 6,210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,210	
<b>Task 7</b>	<b>CEQA</b>																	
a	Determination of CEQA Effort - \$500 utilized as place holder.		4					\$ 500									\$ 500	
b	Contingency - Assuming need for IS/MND		24		16			\$ 5,120	\$ 2,500		55,000						\$ 62,620	
	<b>Subtotal</b>		28	0	16	0	0	\$ 5,620	\$ 2,500	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,120	
<b>Task 8</b>	<b>Prepare Contract Documents</b>		SEE DRAWING LIST															
								\$ 66,000	\$ 1,500	\$ 23,689		\$ 5,940					\$ 97,129	
								\$ 66,000	\$ 1,500	\$ 23,689	\$ -	\$ 5,940	\$ -	\$ -	\$ -	\$ -	\$ 97,129	
<b>Task 9</b>	<b>Project Management &amp; Prop 1 Assistance</b>																	
9.1	Coordinate with State		12					\$ 2,190									\$ 2,190	
9.2	Prepare Reimbursement Requests		12					\$ 2,840									\$ 2,840	
	<b>Subtotal</b>		24	0	0	0	22	\$ 5,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,030	
<b>Subtotal</b>			<b>234</b>	<b>0</b>	<b>148</b>	<b>102</b>	<b>76</b>	<b>\$ 131,220</b>	<b>\$ 5,000</b>	<b>\$ 32,689</b>	<b>\$ 55,000</b>	<b>\$ 6,940</b>	<b>\$ 3,000</b>	<b>\$ 7,500</b>	<b>\$ 17,000</b>	<b>\$ -</b>	<b>\$ 258,349</b>	

Notes: (a) Budgets for tasks may be reallocated to other tasks; however, total estimate not be exceeded without prior approval from client.

Project Budget	
Based on Exemption from CEQA (not considered likely)	\$ 195,729
Assuming ISMND is required	\$ 258,349

**CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT  
 CONSULTING SERVICES AGREEMENT  
 EXHIBIT B**