



April 28, 2020

Yuba Water Agency
Willie Whittlesey
1220 F Street
Marysville, CA 95901

Dear Mr. Whittlesey,

Over the last three years, the Yuba Water Agency (YWA) POD committee and Board of Directors have consistently supported our North Yuba Water District (NYWD) effort to complete the Forbestown Ditch Piping Project (the Project.) Thank you for helping us provide a reliable, safe source of drinking water for the approximately 3,100 customers of NYWD.

We are at the next milestone in the Project, construction of approximately three quarters of a mile, we are calling Phase 1, the Oroleve Ditch section. Please accept the attached construction and construction management bids, and our request for YWA to fund this phase, totalling \$683,444.

To recap the need for the Project, moving to a piped Forbestown Ditch will allow us to significantly lower the possibility of catastrophic breaches to the Ditch. In addition, as water moves through the unlined Ditch up to 60% is lost due to seepage and evaporation, and contamination occurs from dirt, trash, metals and illegal marijuana grows. Piping the Ditch would vastly improve, if not completely resolve, these issues. Piping the Ditch will also help to secure our water right by satisfying the State requirements the water is being put to beneficial use and curtailing losses.

Should you have any questions, please feel free to contact me at (530) 675-2567. Thank you for your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Maupin", with a stylized flourish at the end.

Jeff Maupin
General Manager
North Yuba Water District

ATTACHMENTS

PROP 1, Drinking Water Funding Program - *Explanation of Grant Criteria*



Drinking Water Funding Financing Package

Table 1 - DWSRF and Prop 1 Principal Forgiveness and Grant Criteria for PWSs Serving Disadvantaged Communities

PWS Affordability Criteria		Maximum Principal Forgiveness, Grant or Combination from DWSRF and Prop 1	
Type of Community Served by PWS	Average Residential Water Rate as Percent of MHI	Percentage of Total Eligible Project Cost	Maximum Amount (Planning/Construction)
DAC	WMHI < 1.5%	Proposed Financing will Raise Rates to $\geq 1.5\%$	
	$1.5\% \leq \text{WMHI} < 2\%$	up to 65%	\$500K/\$5Mil
	$2\% \leq \text{WMHI} < 2.5\%$	up to 70%	\$500K/\$5Mil
	WMHI $\geq 2.5\%$	up to 80%	\$500K/\$5Mil
SDAC	NA	up to 100%	\$500K/ \$5Mil

NYWD is a Severely Disadvantaged Community (SDAC) and will continue to pursue up to \$5 Mil in construction grant Prop 1 funding for the Project

BID PROPOSAL

2020 OROLEVE DITCH LINE PROJECT # _____

NAME OF BIDDER: Hansen Bros, Enterprises

STREET ADDRESS: 11727 La Barr Meadows Rd P.O. Box 1599

CITY, STATE, ZIP CODE: Grass Valley CA 95945 95945

TELEPHONE NO.: 530-273-3381

FAX NO.: 530-273-4396

CONTRACTOR LICENSE TYPE & NO.: 207705 A C12

The work for which this proposal is submitted is for construction in conformance with the Notice to Contractor, including the payment of not less than the prevailing wage rates, the project plans, and specifications, including addenda thereto.

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items.

Any irregularities which may occur in a bid will be resolved at the discretion of the District, and that discretion will be exercised in a manner deemed by the District to best protect the public interest in the prompt and economical completion of the work. The decision of the District respecting the amount of a bid, or the existence of treatment of an irregularity in a bid, shall be final.

The undersigned states and declares as follows:

The bidder has carefully examined the location of the proposed work. The bidder has examined the Contract Documents. The bidder has read the Notice to Contractor. The bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents. The bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents. The bidder will take in full payment for such work the prices set forth in the accompanying Bid Schedule.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the District, and the required insurance certificates within ten (10) business days after the bidder has received notice from the District that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void.

The following surety or sureties have agreed to furnish payment and performance bonds to the bidder if it is awarded the contract:

Performance Bond: Western Surety Company

Payment Bond: Western Surety Company

Contractor's License No.: 207705
Expiration Date: 9-30-2020
Type of License: A C12
Name under which license is held: Hansen Bros. Enterprises
Status of License: Active
Executed on: 4/17, 2020

BID SCHEDULE

The bidder's authorized officer, identified below, hereby declares that the representations in this bid are true and correct and of my own personal knowledge and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

Hansen Bros. Enterprises (Company/Firm Name)
Corporation (Corporation, sole proprietor, partnership, etc.)
~~Jeff Hansen~~ (Authorized Signature)
Jeff Hansen (Printed Name)
President (Title)

Address: PO Box 1599
Grass Valley CA
95945

Phone No.: 530-273-3381

Email: dhiatt@gohbe.com

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the plans therein referred to. Bidder proposes and agrees if this proposal is accepted, that it will contract with the District, in substantially the same form as the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that it will take in full payment therefor the following prices to wit:

Item No.	Item	Qty.	Unit	Unit Cost	Item Cost
1	Mobilization	1	LS	5000-	5000-
2	Construction Survey	1	LS	15240-	15240-
3	Water Pollution Control Program	1	LS	15240-	15240-
4	Clearing, Grubbing and Demolition	1	LS	3829-	3829-
5	Erosion Control	1	LS	3904-	3904-
6	Open Channel to Pipe Transition (Quickrete)	1	EA	9611-	9611-
7	Construct Pipe Outlet	1	EA	9938-	9938-
8	Modify Existing Wood Flume	1	EA	14269-	14269-
9	Install Pipe Access Port with Frame and Cover	2	EA	11674-	23348-
10	Open Channel to Pipe Transition (Shotcrete)	1	EA	7322-	7322-
11	HDPE Pipe – 36” dia	3,045	LF	93,20	283794-
12	HDPE Pipe Fitting	40	EA	1862-	74480-
13	Install Pipe Strap and Anchor Block – 36” dia	305	EA	385-	117425-
14	Construct Sheet Flow Drainage	1	EA	4654-	4654-

TOTAL BID PRICE = 588,054
(NUMBERS)

TOTAL BID PRICE = Five hundred eighty eight thousand fifty four and no/100
(WORDS)

The bidder acknowledges that the above-listed quantities are approximate only, being given as a basis for the comparison of bids. The District does not expressly, or by implication, agree that the actual amount of work will correspond therewith and that the District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary by the District Board of Directors.

Where lump sum prices are in the bidding schedule, they shall include all labor, materials, and equipment necessary to produce a complete and finished job. When no specific item is listed in the bidding schedule for work required, the cost of such work shall be included in the price bid for the item which most appropriately covers the work.

Notes:

1. Detailed descriptions for each bid item are included in the Contract Documents.
2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.
3. The maximum allowed for mobilization (costs of accumulating and coordinating all the necessary equipment, tools, materials, etc.) and demobilization (all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site, including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract) is ten percent (10%) of the total project cost.

L.S. = Lump Sum

U.C. = Unit Cost

N.A. = Not Applicable



Civil Engineering
Architecture
Environmental
Planning
Surveying
Water Resources

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT**

DATE: April 22, 2020

CLIENT: Jeff Maupin, General Manager
North Yuba Water District
8691 La Porte Road
Brownsville, CA 95919
jmaupin@nywd.org
(530) 675-2567

CONSULTANT: NorthStar
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: NYWD Oroleve Ditch Project

NS#:

ADDRESS:

APN:

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Services").
2. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference. Consultant reserves the right to increase the rates set forth in Exhibit "B" at reasonable intervals.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership location and the condition of the Property, including but not limited to, deeds, maps, title reports and information, and permits; and to obtain for Consultant, upon request, the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS:

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, plans, details, calculations, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work

Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

3. Changes in Work Product. In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising there from unless caused by the sole negligence or willful misconduct of Consultant.

4. Standard of Care. Consultant's services are to be performed pursuant to generally accepted standard of practice in effect at the time of performance and in the same or similar locale. Consultant makes no warranty either expressed or implied as to its findings, recommendations, or professional advice, except for compliance with the above standards.

5. Basis of Compensation and Method of Payment. Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Accordingly, Client agrees to advise Consultant as to the person to whom invoices should be addressed and such other pertinent details Consultant should observe to help Client expedite payment.

Client shall make an initial payment (retainer) upon execution of the Agreement. This retainer shall be held by Consultant and applied against the final invoice. Accounts are billed by the Consultant during the third week of each month for work done in the previous month, are due upon presentation and shall be considered Past Due if not paid prior to the next billing date. If payment is not received by Consultant prior to the next billing date, Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Payment of any invoice by Client to Consultant shall be taken to mean that Client is satisfied with Consultant's services and is not aware of any deficiencies in those services.

If Client objects to any portion of an invoice, Client shall so notify Consultant in writing within 14 calendar days of the invoice date, and Client and Consultant shall work together to resolve the matter within 60 days of its being called to Consultant's attention. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than 30 calendar days after date of submission. If resolution of the matter is not attained within 60 days, either party may terminate the Agreement in accordance with conditions indicated in the Termination of Contract clause.

If Client for any reason fails to pay the undisputed portion of Consultant's invoices within 30 days of the invoice date, Consultant has the right to cease work on the project and Client shall waive any claim against Consultant for damages and/or delays attributable to the cessation of services, and shall defend and indemnify Consultant from and against any claims for injury or loss stemming from Consultant's cessation of service. Client shall also pay Consultant the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et. seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property.

In the event legal action is necessary to enforce the payment provisions of the Agreement, Consultant shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.

6. Suspension or Termination of Performance. In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees invoices shall be considered past due and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.

7. Timeline for Offer to Contract / Termination of Agreement. This offer to contract is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer may be withdrawn making it null and void. Once this Agreement has commenced, it may be terminated by either Client or Consultant upon 30 days written notice to the other party. Client shall bring all outstanding charges current prior to termination of Agreement. This contract is predicated on funding from the SWRCB Prop 1 Grant.

8. Changed Conditions. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant. Changes to any applicable codes, laws, ordinances and regulations that require changes to the calculations, drawings and specifications may result in additional charges.

9. Project Approval and Conditions of Approval. There is no guarantee, implied or otherwise, that this project will be approved by the local agency or what the conditions of approval will be.

10. Extra Work. Client acknowledges that the scope of services described in Exhibit "A" are based upon conditions and requirements existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements. No tasks outside the agreed scope of services will be performed without prior written approval of the Client. Client agrees that if services not specified in this Agreement are provided, Client agrees to timely pay for all such services as "Extra Work" at the rates set forth (unless otherwise agreed herein) in Exhibit "B." Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

11. Payment of Costs. Client shall pay the costs of checking and inspection fees, all application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the services.

12. Indemnity. Client agrees to the fullest extent permitted by law, to indemnify and hold Consultant, its officers, directors, and employees harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's conduct in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom Client is legally liable. Client agrees to be solely and completely responsible for jobsite conditions during the course of Consultants performance including safety of all persons and property and to defend and indemnify and hold Consultant harmless from any and all liability, real or alleged in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its officers, directors, and employees (collectively "Client"), harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom Consultant is legally liable. Neither Consultant nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

13. Delays. Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to timely furnish payment as defined in Section B number 5 in this agreement, information or approval or disapproval Consultant's work, faulty or untimely performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

14. Lien rights. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which Consultant is to perform its services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

15. Liability Limits. Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

16. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

17. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

18. **Validity.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

19. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. **Dispute Resolution:** All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to the Agreement will be submitted to non-binding mediation as a condition precedent to other remedies provided by law. If a dispute arises related to the services provided under the Agreement and that dispute requires litigation in addition to mediation as provided above, then:

A. The claim will be brought and tried in the County where Consultant's principal place of business is located; and

B. The prevailing party will be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees.

21. **Time Bar to Litigation:** All legal actions by either party against the other for breach of the Agreement or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the time claimant knew or should have known of its claim, but in no event, no later than four (4) years from completion or cessation of Consultant's services.

22. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Consultant may, at Consultant's sole discretion, subcontract to third parties portions of the services to be performed hereunder.

23. **Inurement.** The Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant. Nothing in this Agreement however, shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

24. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

25. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the services. In the event Client is not the owner of the property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

26. **Code Compliance.** Consultant shall exercise usual and customary professional care in rendering a design complying with Consultant's current understanding of the applicable federal, state or local Code requirements. However, Consultant makes no guarantee or warranty either expressed or implied that its design complies with the Code. Client acknowledges that the standards for design practice under the Code are still evolving.

27. **Obtaining Permits from Governing Agencies.** Obtaining permits from the governing agencies for the Project is an important step in the construction process (where required). Duties of these agencies that add value to the Project include, but are not limited to, the plan check process and construction inspection, if applicable.

All Instruments of Service provided by Consultant are only valid if permits have been obtained. If permits have not been obtained, where required, all Instruments of Service shall be considered null and void. Client hereby waives any claim against Consultant for loss allegedly arising from the Project if the required permits have not been obtained.

It is the duty of the Client to notify Consultant if they are aware that any public agency permits have not been obtained. If Consultant becomes aware that permits have not been obtained (where required), Consultant is obligated to cease work on the Project, as required by California state law. Consultant may also, at its option, inform some or all parties involved with the Project of the absence of permits. These parties may include, but are not limited to, the Contractor, Architect, Owner and building department. California state law does not impose a duty on Consultant to investigate whether or not permits have been obtained.

28. Third-Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party, against either Client or Consultant. Consultant's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because the Agreement or the performance or non-performance of services hereunder. Client and Consultant agree to require similar provisions in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

29. Preparation of Agreement. By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CONSULTANT:

BY: Jay Lowe, PE

TITLE: Senior Engineer

LICENSE NO. RCE 59077

SIGNED: _____

DATE: April 21, 2020

CONSULTANT:

BY: Richard Guevarra, P.E.

TITLE: Associate Engineer

LICENSE NO. RCE 86860

SIGNED: _____

DATE: April 21, 2020

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL
	EXHIBIT "C"	
	EXHIBIT "D"	

EXHIBIT "A"
SCOPE OF SERVICES

Consultant agrees to perform the following services:

Task No.	Scope of the Project for Oroleve Ditch Project
<p>Task 1</p>	<p>Construction Management</p> <ul style="list-style-type: none"> ○ Organize and lead pre-construction meeting for the project (1 meeting) ○ Attend weekly project meetings (13 meetings) ○ Review, accept or reject product submittals ○ Review and respond to request for information (RFI)(up to 24 hours) ○ Process contract change orders ○ Monthly Progress report ○ Final project walkthrough ○ Coordination with NYWD and contractor ○ Assist client with monthly progress payment to the contractor <p>Assumptions:</p> <ul style="list-style-type: none"> ○ This assume a project construction duration of 3 months (13 weeks)
<p>Task 2</p>	<p>Supervision and Site Inspection of the construction process</p> <ul style="list-style-type: none"> ○ Site inspections and reports documenting construction activities, active construction personnel and construction related issues. ○ Office review of the inspections <p>Assumptions:</p> <ul style="list-style-type: none"> ○ This assume 5 site inspections/week for 13 weeks



Civil Engineering
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EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: The total cost estimate for this contract is a "not to exceed" contract amount. The estimated fee to complete the Scope of Services is \$95,390.

Task No.	Scope/Task Description	Estimated Cost
1	Construction Management	\$33,230
2	Site inspections	\$62,160
Total		\$95,390

RETAINER: A deposit in the amount of \$ 0 is required.

OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above: N/A

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.