



September 19, 2024  
Proposal No. PC24.148

Mr. Jesse Cain  
City Manager  
City of Colusa  
425 Webster Street  
Colusa, California 95932

Via PDF: [citymanager@cityofcolusa.com](mailto:citymanager@cityofcolusa.com)

C/O: [fdirector@cityofcolusa.com](mailto:fdirector@cityofcolusa.com); [cityclerk@cityofcolusa.com](mailto:cityclerk@cityofcolusa.com)

**REFERENCE:** City of Colusa WWTP Infrastructure Improvements  
1480 & 2820 Will S. Green Avenue (APNs: 002-090-001 & 017-020-007)  
Colusa, Colusa County, California

**SUBJECT:** Proposal for Construction Quality Assurance Testing and Inspection  
Services

Dear Mr. Cain,

NV5 has prepared this proposal to provide construction quality assurance (CQA) testing services during construction of the planned wastewater treatment plant upgrades located at the above-referenced address. NV5's CQA services will include performing observation, field testing, special inspection and laboratory testing in accordance with the 2019 California Building Code (CBC), the September 27, 2023 *Geotechnical Engineering Investigation Report* prepared by NV5, and the approved plans and specifications dated September 2024.

## 1.0 PROJECT UNDERSTANDING

NV5 understands the proposed City of Colusa Sewer Infrastructure project will consist of construction of a Wet Well, a Control Building, a Maintenance Building, Concrete Lined Aeration and Chlorine Basins, and a Solid Stabilization Basin Geomembrane Liner.

## 2.0 WORK SCOPE

NV5 proposes to perform the following tasks as basic CQA testing services with no other additional services included: Task 1 Earthwork Observation and Testing Services; Task 2 Special Inspection and Testing Services; and Task 3 Engineering Oversight and Certification Report Preparation. Each task is described in the following:

## TASK 1. EARTHWORK OBSERVATION AND TESTING SERVICES

In general, Earthwork Observation and Testing Services will be performed as specified in the 2022 CBC and approved plans and specifications. NV5's responsible engineer and engineering technicians will perform the following CQA engineering services:

- Review the approved plans and specifications, meet and discuss requirements with owner, contractor, construction managers, architect and other team members.
- Review and approve contractor submittals associated with earthwork grading operations.
- Observe finished clearing and grubbing operations for conformance with geotechnical recommendations.
- Observe and evaluate the exposed native subgrade soil surface for relative competency and stability.
- Obtain representative bulk soil samples of the subgrade soil and borrow soil for laboratory compaction curve testing, consistent with the ASTM International (ASTM) D1557 guideline procedures.
- Observe moisture conditioning, placement and compaction of the subgrade soil and subsequent engineered fill soil lifts.
- Perform in-place field moisture and density tests on testable materials consistent with the ASTM guideline procedures for density and moisture content to determine the percent compaction relative to the ASTM D1557 maximum dry density and optimum moisture content.
- Observe placement of slurry backfill within excavations.
- Testable Material CQA: Perform in-place field moisture and density tests on testable materials including the compacted subgrade soil and each subsequent engineered fill soil lift (layer), consistent with ASTM guideline procedures for density and moisture content to determine compaction relative to the ASTM D1557 maximum dry density and optimum moisture content.
- Perform testing and observation of underground utilities under structures and pavement sections, including the bottom of the trench excavations during placement of the pipe bedding, shading cover material, upper trench backfill for the storm drain systems, water mains, sewer mains, joint utilities and others as needed.
- Observe building foundation excavations for compliance with geotechnical recommendations and plans and specifications.
- Perform in-place field density testing on asphalt concrete consistent with ASTM, AASHTO and ASTM guidelines procedures, per the approved plans.
- Prepare a site plan that shows the approximate limits of the building pads and the approximate compaction test locations.
- Prepare daily field reports to document the following CQA observation made during each of our site visits: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used and personnel; CQA compaction testing and other pertinent CQA information.

## TASK 2. SPECIAL INSPECTION AND TESTING SERVICES

In general, Special Inspection and Testing Services will be performed as specified in the 2022 CBC and approved plans and specifications. NV5's certified special inspectors and material testers will perform the following services:

- Provide periodic special inspection of reinforcing steel placement for foundations and slab-on-grade floors.
- Provide continuous special inspection during the placement of structural concrete including review of batch tickets for confirmation of approved concrete mix design, placement and consolidation of cast-in-place concrete of each day's concrete pour.
- Perform testing during casting of concrete for the foundations and interior slab on grade floors, as required. Concrete special inspection will be limited to sampling and testing fresh concrete in accordance with ASTM C39. Field tests will include slump, air content, unit weight and temperature measurements. For foundations, sets of 5 cylinders will be cast for each day's placement or per each 150 cubic yards. For slab-on-grade flatwork, sets of 5 cylinders will be cast for each day's placement or per each 5,000 square feet. Compressive strength will be tested at 7 days (1 cylinder) and 28 days (3 cylinders) with one hold cylinder. If shorter hold time compressive strength tests are required, such as 3-day, 5-day or 14-day, additional cost per each test will be incurred.
- Perform special inspection and testing of non-shrink grouting per each day's placement under columns. Compressive strength will be tested at 28 days (3 cubes).
- Provide periodic special inspection during the placement of structural shotcrete on the soil nail wall, including preparing shot test panels, transporting test panels to our laboratory, coring samples out of each testing panel and performing compressive strength testing.
- Provide periodic and continuous special inspection and testing of CMU walls and grout placement. Inspection of the reinforcement placement, mortar mixing, mortar beds and block placement. Sampling during grouting of cells and laboratory testing to determine the compressive shear strength of the concrete, mortar and grout materials placed at the site in accordance with the project specifications and ASTM C140, C780, C1019, and C1314.
- Provide continuous special inspection and testing during installation of mechanical and epoxy post-installed concrete anchors according to the approved plans. Perform load testing on epoxy anchors and torque testing on mechanical wedge anchors at a minimum rate of 10%. If any anchors fail, test 100% of installed anchors.
- Provide continuous special inspection during erection of structural steel including field welding special inspection, non-destructive testing as needed, and observation during tensioning of high strength bolts.
- Prepare daily field reports to document the observation made during each site visit: weather conditions; contractor's work activities; contractor's workmanship; work progress; completed work products equipment used and personnel; testing and other pertinent CQA information.

## TASK 3. ENGINEERING OVERSIGHT AND CERTIFICATION REPORT PREPARATION

NV5's project manager will provide oversight of the CQA services performed, including review of contractor's submittals, change orders and/or requests for information submittals, and attendance at project meetings, as needed. NV5's professional engineer will oversee

and certify the earthwork and foundation excavations in accordance with the approved plans, and project manual. NV5's lab engineer will oversee and certify the structural materials testing performed in accordance with the approved plans and project manual.

### **3.0 SCHEDULE**

NV5 is able to provide the services outlined above upon receipt of your authorization to proceed. The time required for our services is solely dependent on the contractor's schedule. NV5 requests a minimum 48-hour notification period prior to a requested site visit; however, we will make every effort to meet the contractor's needs if site circumstances do not allow for the entire 48-hour notification period.

### **4.0 FEE ESTIMATE**

NV5 proposes to perform this work scope on a time and expense basis, as called and needed, for an estimated fee of \$93,843.00 in accordance with NV5's 2024 Fee Schedule (Attachment 1), and the contract terms and conditions. NV5's Proposal Acceptance Agreement and General Terms and Conditions is included as Attachment 2. An itemization of our fee estimate is included as Attachment 3. The fee estimate includes NV5's assumptions of number of site visits and the time required per site visit. No construction schedule was available at the time this proposal was prepared to compare with our assumptions for the total number of site visits needed, therefore, the costs to complete the actual work may differ from the estimated amount above. NV5 will bill for the actual time and materials required to complete the scope of work.

The costs to complete the CQA services are dependent upon the contractor's schedule, efficiency, sequencing and craftsmanship. The cost estimate assumes a work period of 8-hours per day, Monday through Friday excluding weekends and holidays. If the contractors schedule or sequencing require more site visits or longer period for inspection and testing, a budget amendment will be prepared for approval. This proposal is valid for a period up to 30 days from the date of issue.

### **5.0 CONTRACT AGREEMENT**

Please sign the attached contract agreement to indicate your acceptance of this proposed work scope, schedule and fee estimate. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal. Please mail or email the signed contract agreement to our office.

## 6.0 CLOSING STATEMENT

Please call the undersigned if you have any questions or need additional information. Thank you for selecting NV5 to prepare this proposal to provide construction quality assurance services for this important project.

Sincerely,

NV5



Brooks Martin  
Construction Services Manager



Shane D. Cummings  
Principal/Director

Attachments:

1. NV5 2024 Fee Schedule
2. NV5 Proposal Acceptance Agreement and General Terms and Conditions
3. NV5 Itemized Cost Estimate



## 2024 FEE SCHEDULE - CHICO & NEVADA CITY

PERSONNEL-PROFESSIONAL	HOURLY RATE
Project Assistant .....	\$91
AutoCAD Operator.....	\$116
Technical Editor .....	\$96
Assistant Engineer/Geologist.....	\$134
Staff Engineer/Geologist .....	\$140
Staff Engineer/Geologist I .....	\$149
Staff Engineer/Geologist II .....	\$165
Project Engineer/Geologist I .....	\$184
Project Engineer/Geologist II .....	\$189
Senior Engineer/Geologist .....	\$194
Senior Engineer/Geologist II .....	\$203
Associate Engineer/Geologist .....	\$211
Associate Engineer/Geologist II .....	\$229
Principal.....	\$247
Expert Testimony and Deposition (four-hour minimum).....	\$400
Laboratory Technician Shop Rate.....	\$96
Engineering Technician I .....	\$110
Engineering Technician II .....	\$120
Engineering Technician III .....	\$125
Shop Welding Inspector .....	\$120
Certified Welding Inspector (CWI/AWS).....	\$132
Non-Destructive Testing (NDT) Technician .....	\$180
Project Manager I/Construction Services Manager I.....	\$145
Project Manager II/Construction Services Manager II.....	\$174
Senior Project Manager/Construction Services Manager III .....	\$197

PREVAILING WAGE SERVICES-TECHNICIANS/SPECIAL INSPECTORS	HOURLY RATE
Field Soils and Materials Tester, Soils/Asphalt .....	\$137
ACI Concrete Tester .....	\$135
ICC Fireproofing .....	\$135
Proofload/Torque Testing.....	\$135
AWS/CWI Certified Welding Inspector .....	\$145
ASNT Level II Non-Destructive Testing (NDT) .....	\$180
ICC Certified Structural Inspector .....	\$141
DSA Masonry/Shotcrete and Lead Inspector.....	\$156

FIELD EQUIPMENT	UNIT RATE
Cone Penetrometer.....	\$130 Half Day/\$210 Full Day
Core Drill Machine .....	\$200 Half Day/\$350 Full Day
DAQ III/Seismic Refraction Survey.....	\$407/Day
Handheld Ground Penetrating Radar/Profometer.....	\$471/Day
Schmidt Hammer .....	\$100/day
Mini-Excavator (Bobcat E 35, or equivalent) .....	\$850 Half Day/\$1200 Full Day
Tension Ram .....	\$50/Day
Simple Field Infiltrometer .....	\$90/Day

### Notes

- For inspection call - out between 0 and 4 hours a minimum charge of 4 hours will be charged. Eight hours will be charged for work performed over 4 hours up to eight hours. Actual time will be charged for work performed over 8 hours, rounded up to the nearest half hour.
- A minimum 2-hour fee will be charged for scheduled site visits not cancelled in advance of arrival.
- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at current IRS rate per mile.
- Outside services will be billed at our cost, plus 20 percent.
- Overtime rates for Saturday or over 8 hours/day: hourly rate times 1.5/Hour.
- Double time rates for Saturday, Sunday, holiday, over 8 hours/day, or over 12 hours/day: hourly rate times 2/Hour.
- Prevailing wage second shift rates: hourly rate plus \$20/Hour.
- Per Diem will be billed at cost plus 20 percent unless other arrangements are made.

## 2024 LABORATORY TESTING SERVICES - CHICO & NEVADA CITY

Soil	Aggregate	Concrete	Asphalt	ASTM TEST METHODS		UNIT COST
		■		ASTM A615	Reinforcing Steel Bend & Tensile Test to #6	\$175
		■		ASTM C39	Concrete Compressive Strength, 4x8	\$37
		■		ASTM C39	Concrete Compressive Strength, 6x12	\$56
		■		ASTM C40	Organic Impurities in Fine Aggregates for Concrete	\$47
		■		ASTM C78	Flexural Strength of Concrete	\$200
		■		ASTM C140	CMU Strength, Unit Weight, Absorption	\$280
		■		ASTM C780, C109	Compressive Strength Mortar	\$37
		■		ASTM C1019	Compressive Strength Grout	\$37
		■		ASTM C1314	Compressive Strength Masonry Prisms	\$140
■	■	■		ASTM C136	D422A Full Sieve Particle Size Analysis	\$165
■				ASTM D422B	Long Hydrometer Particle Size Analysis (specific gravity not included)	\$165
■	■			ASTM D422C	Full Sieve w/ Long Hydrometer Particle Size Analysis (specific gravity not included)	\$217
■	■			ASTM D698, D1557	Compaction Curves (4-inch mold)	\$250
■	■			ASTM D698, D1557	Compaction Curves (6-inch mold)	\$262
■	■			ASTM D854	Specific Gravity	\$111
■	■	■		ASTM C117, D1140	No. 200 Mesh Wash Particle Size Analysis	\$107
■	■			ASTM C131, CTM 211	Abrasion Resistance by LA Rattler	\$250
■				ASTM D2166	Unconfined Compression Shear Strength	\$136
■	■			ASTM D2216	Oven Moisture Content	\$36
■	■			ASTM D2419	Sand Equivalent	\$134
■	■			ASTM D2434	Constant Head Permeability	\$334
■	■			ASTM D2435	One-Dimensional Consolidation (10 load points)	\$310
■	■			ASTM D2844	Resistance Value (CTM 301)	\$336
■	■			ASTM D2850	Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$181
■	■			ASTM D2937	Density-Moisture	\$44
■				ASTM D3080	Direct Shear Strength (3 points minimum)	\$374
■				ASTM D4318	Atterberg Indices (Dry Method)	\$188
■				ASTM D4767	Consolidated, Undrained, Triaxial Shear Strength (per point)	\$218
■				ASTM D4829	Expansion Index (UBC Expansion Index)	\$187
■				ASTM D4832	Strength of CLSM	\$54
■				ASTM D5084	Falling Head Permeability	\$450
				ASTM E605	Sprayed Fire-Resistive Materials Thickness and Density	\$115
CALIFORNIA TEST METHODS						UNIT COST
■	■	■	■	CTM 202	Analysis of Fine Coarse Aggregate	\$162
	■		■	CTM 205	Percent of Crushed Particles	\$107
	■	■	■	CTM 206	Specific Gravity/Absorption Coarse Aggregate	\$131
	■	■	■	CTM 207	Specific Gravity/Absorption Fine Aggregate	\$131
	■		■	CTM 208	Apparent Specific Gravity of Fine Aggregate	\$121
■	■			CTM 216	Maximum Wet Density Determination	\$265
■	■	■	■	CTM 217	Sand Equivalent	\$134
■	■	■		CTM 226	Moisture Content by Oven	\$36
■	■	■		CTM 227	Evaluating Cleanness of Coarse Aggregate	\$125
	■	■		CTM 229	Durability Index	\$187
	■	■	■	CTM 234	Uncompacted Void Content of Fine Aggregate	\$131
	■		■	CTM 235	Percent of Flat and Elongated Particles	\$108
			■	CTM 308	Bulk Density Hot Mix Asphalt (HMA)	\$47
			■	CTM 309	Max Specific Gravity of HMA	\$336
			■	CTM 366	Stabilometer	\$416
			■	CTM 370	Moisture Content with Microwave	\$30
			■	CTM 382	Asphalt Content by Ignition Method	\$196
			■	CTM 382	Asphalt Content by Ignition Method Correction Factor Development	\$599
			■	Caltrans LP 2, 3, 4	Aggregate Asphalt and Dust Proportion	\$200
OTHER TEST METHODS						UNIT COST
			■	AASHTO T312B	Gyratory Compaction, 6" Specimen, (add \$110 for asphalt rubber)	\$449
			■	AASHTO T324B	Hamburg Wheel Track	\$1,710
			■	CBC 2105A.4	CMU Bond Shear Strength of Core	\$260

This is a partial list of the most common laboratory tests. ASTM/CTM Standards are used as guidelines.



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## PROPOSAL ACCEPTANCE AGREEMENT

Description of Services: CQA  
Project Name: City of Colusa WWTP Upgrades  
Project Location: 1480 & 2820 Will D. Green Avenue, Colusa, CA  
Proposal No.: PC24.148  
Proposal Date: 9/19/24

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**APPROVAL & PAYMENT OF CHARGES:** *Invoices will be charged and mailed to the account of:*

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: City of Colusa

Street Address: 245 Webster Street

City, State, Zip Code: Colusa, CA 95932

Email: citymanager@cityofcolusa.com

Phone: \_\_\_\_\_

**PROPOSAL ACCEPTED BY:**

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Authorized Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

**PAYMENT TERMS:** Balance shall be due and payable immediately upon submission of each invoice.  
Please remit payments to: **PO Box 74008680, Chicago, IL 60674-8680**

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**PROPERTY OWNER IDENTIFICATION** (If other than above)

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Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

This Proposal Acceptance Agreement, the scope of services outlined in the proposal, Schedule of Fees, and standard terms and conditions constitute the entire agreement between the Client and NV5, and supersede all prior written or oral understandings.



**GENERAL TERMS AND CONDITIONS**

**1. The Agreement.** This Agreement between the parties, which shall describe and govern Client’s engagement of “Consultant” to provide services (“Services”) in connection with the project (“Project”) identified in the proposal (“Proposal”), consists of the Proposal, these terms and conditions, Consultant’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client’s acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant’s presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

**2. Standard of Care.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant’s recommendations are not followed.

**3. Billing and Payment.** Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney’s fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

**4. Site Access and Conditions.** Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant’s prevailing fee schedule and expense reimbursement policy.

**5. Cooperation and Project Understanding.** To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant’s performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

**6. Sample Disposal.** Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client’s prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client’s request.

**7. Construction Monitoring.** If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 7 shall apply. If Consultant’s engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant’s opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant’s site representative, can be construed as modifying any agreement between Client and others. Consultant’s presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be

construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner’s agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor’s general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

**8. Project Changes.** In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant’s written consent for such changes.

**9. Discovery of Unanticipated Hazardous Materials.** Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant’s Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property’s value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

**10. Concealed or Subsurface Conditions.** Consultant cannot know or guarantee the exact composition of a structure or site’s concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

**11. Risk Allocation and Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

**12. Limitations.** Consultant’s reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant’s reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant’s reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant’s report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

**13. Delays.** Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

**14. Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

**15. Intellectual Property & Work Product.** (i) All processes, procedures, work product, materials, methodologies or services used or provided by CONSULTANT in connection with this Project was, shall remain, or will always be, the intellectual property of CONSULTANT. Nothing in this Agreement shall operate as a waiver of ownership or a sale of ownership of any CONSULTANT intellectual property. (ii) Client represents and warrants that Client owns and/or has the right to use the intellectual property that is contained in any instrument, report, media, drawing, design, submittal, or document that Client provides to CONSULTANT in connection with the Project, and that said Client-provided document does not and shall not infringe,

misappropriate, or violate the intellectual property rights of any third-parties (iii) All documents including reports, electronic media, and drawings, prepared or furnished by CONSULTANT and its subconsultants pursuant to this Agreement are instruments of service in respect of this Project and CONSULTANT will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized reuse of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the third party and Client agree: (a) the third party is bound by all of the conditions and limitations of this Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions..

**16. Resolution of Disputes.** The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier’s opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively “Disputes”) shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

**17. Assigns.** Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

**18. Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

**19. Liability for Others.** Consultant shall not be responsible for the acts or omissions of the Client, architect, architect’s other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

**20. Governing Law and Survival.** The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

**21. Waiver.** No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

**22. Enforceability.** This Agreement shall be interpreted by the parties in a manner that ensures this Agreement’s compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

**23. Severability.** Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

**24. Insurance.** Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials.

**25. Entire Agreement.** This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

**ATTACHMENT 3  
ITEMIZED DETAILED COST ESTIMATE**

**PROJECT NAME:** City of Colusa Recycled Water System Upgrades: Phase 1      **PROPOSAL NO.:** PC24.148      **PREPARED BY:** BRM  
**DESCRIPTION:** Construction Quality Assurance Services      **DATE PREPARED:** 09/16/24  
**LOCATION:** Will S. Green Avenue, Colusa, CA      **EST. GRAND TOTAL:** \$93,843.00      T&M      **FEE SCHEDULE:** 2024

TASK		SUBTSK NO.		FIELD LABOR AND MILEAGE COSTS							LABORATORY TESTING COSTS												TASK TOTALS			
No.	Description	No.	Description	Labor Costs				Mileage Costs			Subtotal Costs	ASTM Test Method												Subtotal Costs	(\$)	
				Start Code	Unit Cost	Site Visits	Time Per Site Visit	Total Labor Cost	Round Trip Mileage	Mileage Unit Cost		Total Mileage Cost	ASTM C39-4	ASTM A615	ASTM A370	ASTM C140	ASTM C1019	ASTM C1314	ASTM C109	ASTM C1019	ASTM D1557-6	ASTM D1557-4	CTM 309			
				#	\$	#	(hr)	\$	(miles)	\$	\$	\$	#	#	#	#	#	#	#	#	#	#	\$	\$		
<b>EARTHWORK TESTING AND OBSERVATION</b>																										
1	Earthwork T&O		Maintenance Building Pad	FSMT	137.00	5	8.0	5480.00	94	0.80	376.00	5856.00									1	1		\$512	6,368.00	
1	Earthwork T&O		Maintenance Building footing inspection	FSMT	137.00	2	4.0	1096.00	94	0.80	150.40	1246.40												\$0	1,246.40	
1	Earthwork T&O		Recycled Water Booster Pump Station Pad	FSMT	137.00	2	8.0	2192.00	94	0.80	150.40	2342.40											1	\$250	2,592.40	
1	Earthwork T&O		Recycled Water Booster Pump Station Footings	FSMT	137.00	2	4.0	1096.00	94	0.80	150.40	1246.40												\$0	1,246.40	
1	Earthwork T&O		Recycled Water Valve System pad	FSMT	137.00	1	4.0	548.00	94	0.80	75.20	623.20											1	\$250	873.20	
1	Earthwork T&O		Underground Structure Backfill	FSMT	137.00	5	8.0	5480.00	94	0.80	376.00	5856.00											1	\$250	6,106.00	
1	Earthwork T&O		Underground - Utilities	FSMT	137.00	20	8.0	21920.00	94	0.80	1504.00	23424.00											2	\$500	23,924.00	
1	Earthwork T&O		Roadways and aprons	FSMT	137.00	5	8.0	5480.00	94	0.80	376.00	5856.00									1			\$262	6,118.00	
<b>SUBTOTAL</b>																						\$48,474.40				
<b>SPECIAL INSPECTION AND TESTING</b>																										
2	Special Inspection	M134	Maintenance Building Footing Rebar	ICCS	141.00	2	4.0	1128.00	94	0.80	150.40	1278.40												\$0	1,278.40	
	Special Inspection	M134	Maintenance Building Footing Concrete Testing	ACI	135.00	2	8.0	2160.00	94	0.80	150.40	2310.40	10												\$370	2,680.40
	Special Inspection	M134	Maintenance Building Footing Concrete Inspection	ICCS	141.00	2	8.0	2256.00	94	0.80	150.40	2406.40													\$0	2,406.40
	Special Inspection	M134	Maintenance Building SOG Rebar	ICCS	141.00	2	4.0	1128.00	94	0.80	150.40	1278.40													\$0	1,278.40
	Special Inspection	M134	Maintenance Building SOG Concrete Testing	ACI	135.00	2	8.0	2160.00	94	0.80	150.40	2310.40	15												\$555	2,865.40
	Special Inspection	M134	Maintenance Building SOG Concrete Inspection	ICCS	141.00	2	8.0	2256.00	94	0.80	150.40	2406.40													\$0	2,406.40
	Special Inspection	M134	Maintenance Building Concrete Sample Transport	ACI	135.00	2	2.0	540.00	94	0.80	150.40	690.40													\$0	690.40
	Special Inspection		Maintenance Building Prefab building High Strength bolts (assumption)	ICCS	141.00	5	8.0	5640.00	94	0.80	376.00	6016.00													\$0	6,016.00
	Special Inspection	M813	Recycled Water Booster Pump Station Foundation Rebar	ICCS	141.00	2	4.0	1128.00	94	0.80	150.40	1278.40													\$0	1,278.40
	Special Inspection	M813	Recycled Water Booster Pump Station Foundation Concrete Testing	ICCS	141.00	2	4.0	1128.00	94	0.80	150.40	1278.40	10												\$370	1,648.40
	Special Inspection	M813	Recycled Water Booster Pump Station Foundation Concrete Inspection	ICCS	141.00	2	4.0	1128.00	94	0.80	150.40	1278.40													\$0	1,278.40
	Special Inspection	M813	Recycled Water Booster Pump Station Foundation Concrete Sample Transport	ICCS	141.00	2	2.0	564.00	94	0.80	150.40	714.40													\$0	714.40
	Special Inspection		Recycled Water Booster Pump Station Prefab building High Strength bolts (assumption)	ICCS	141.00	1	8.0	1128.00	94	0.80	75.20	1203.20													\$0	1,203.20
	Special Inspection	M814	Recycled Water Valve System Foundation Rebar	ICCS	141.00	1	4.0	564.00	94	0.80	75.20	639.20													\$0	639.20
	Special Inspection	M814	Recycled Water Valve System Foundation Concrete Testing	ICCS	141.00	1	4.0	564.00	94	0.80	75.20	639.20	5												\$185	824.20
	Special Inspection	M814	Recycled Water Valve System Foundation Concrete Inspection	ICCS	141.00	1	4.0	564.00	94	0.80	75.20	639.20													\$0	639.20
	Special Inspection	M814	Recycled Water Valve System Foundation Concrete Sample Transport	ICCS	141.00	1	2.0	282.00	94	0.80	75.20	357.20													\$0	357.20
	Special Inspection		Post-Installed Anchors (Expansion / Epoxy)	PLTT	135.00	6	4.0	3240.00	94	0.80	451.20	3691.20													\$0	3,691.20
	Special Inspection		Housekeeping pads rebar/concrete	ICCS	141.00	2	4.0	1128.00	94	0.00	1128.00		10												\$370	1,498.00
	Special Inspection		Housekeeping pads concrete sample transport	ICCS	141.00	2	2.0	564.00	94	0.00	564.00														\$0	564.00
<b>SUBTOTAL</b>																						\$33,957.60				
<b>PROJECT MANAGEMENT</b>																										

ATTACHMENT 3																							
ITEMIZED DETAILED COST ESTIMATE												PROPOSAL NO.:		PC24.148		PREPARED BY:		BRM					
PROJECT NAME: City of Colusa Recycled Water System Upgrades: Phase 1												DESCRIPTION: Construction Quality Assurance Services		DATE PREPARED: 09/16/24									
LOCATION: Will S. Green Avenue, Colusa, CA												EST. GRAND TOTAL: \$93,843.00		T&M		FEE SCHEDULE: 2024							
TASK		SUBTSK NO.		FIELD LABOR AND MILEAGE COSTS							LABORATORY TESTING COSTS										TASK TOTALS		
No.	Description	No.	Description	Labor Costs				Mileage Costs			Subtotal Costs	ASTM Test Method										Subtotal Costs	
				Staff Code	Unit Cost	Site Visits	Time Per Site Visit	Total Labor Cost	Round Trip Mileage	Mileage Unit Cost		Total Mileage Cost	ASTM C39-4	ASTM A615	ASTM A370	ASTM C140	ASTM C1019	ASTM C1314	ASTM C1019	ASTM C1019	ASTM D1557-6		ASTM D1557-4
				(#)	(\$)	(#)	(hr)	(\$)	(miles)	(\$)	(\$)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(\$)	(\$)
3	Contract Admin		Engineering Oversight	SREG	194.00	1	20.0	3880.00	0	0.8	0.00	3880.00										\$0	3,880.00
			Project Manager	AE	211.00	1	10.0	2110.00	0	0.8	0.00	2110.00										\$0	2,110.00
			Lab Eng Manager	SREG	194.00	1	20.0	3880.00	0	0.8	0.00	3880.00										\$0	3,880.00
			Construction Services Management	CSM1	145.00	1	10.0	1450.00	0	0.8	0.00	1450.00										\$0	1,450.00
			CQA Administration	PA	91.00	1	1.0	91.00	0	0.8	0.00	91.00										\$0	91.00
												<b>SUBTOTAL</b>										\$11,411.00	
<b>GRAND TOTAL =</b>																						<b>\$93,843.00</b>	