

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / Sauers Engineering, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Sauers Engineering, Inc., a California Corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Water Infrastructure analysis of NID’s water system to determine deficiencies and constraints in the system that lead to significant costs for housing. The Infrastructure Needs Study will identify water facility alternatives to determine the most cost-effective ways to provide adequate water for new housing in the Southern Sphere of Influence and RV Resort Annexation Project Areas.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s March 17, 2023 proposal to City attached hereto as **Exhibit A** and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Lance E. Lowe, Principal Planner. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be Professional Services Agreement – Consultant Services (No Federal Funding)

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performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as **Exhibit B** and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is (\$105,000.00).
- 3.5. “Commencement Date”: April 17, 2023.
- 3.6. “Termination Date”: July 15, 2023.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

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- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Keith Knibb, P.E., shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Naming any persons in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

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charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed other than by an amendment to this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, **Exhibit B**. Any changes must be approved by the Agreement Administrator in writing.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, **Exhibit B**. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the Agreement Administrator in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total

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amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or

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limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** If Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or

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in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorney Fees.** Such costs and expenses shall include reasonable attorney' fees for counsel of City's choice, expert fees, and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney' fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

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- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Infrastructure Needs Study
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

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- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled

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coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Lance E. Lowe, AICP, Principal Planner, 125 East Main Street, Grass Valley, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration,

and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement or its early termination.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Lance E. Lowe, AICP, Principal Planner
City of Grass Valley
Community Development Department
125 E Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4712
Facsimile: (530) 274-4399

If to Consultant

Keith Knibb, P.E.
Sauers Engineering, Inc.
105 Providence Mine Road, Suite 202
Nevada City, CA 95959
Telephone: (530) 265-8021
Email: keith@sauerseng.com

With courtesy copy to:
Michael G. Colantuono, Esq.
Grass Valley City Attorney
Colantuono, Highsmith & Whatley, PC

420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City

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and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of Professional Services Agreement – Consultant Services (No Federal Funding)

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the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this Agreement.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies 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; or in terms, conditions or privileges of employment, and selection for training. Consultant shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

[Two signatures are required to bind a corporation]

“City”
City of Grass Valley

By: _____
Signature

Printed: _____

Title: _____

Date: _____

“Consultant”
Keith Knibb, P.E.

By: Keith Knibb
Signature

Printed: Keith Knibb

Title: President

Date: 3-27-23

By: Dean Marsh
Signature

Printed: Dean Marsh

Title: Vice President

Date: 3-27-2023

Attest:

By: _____
Taylor Day, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

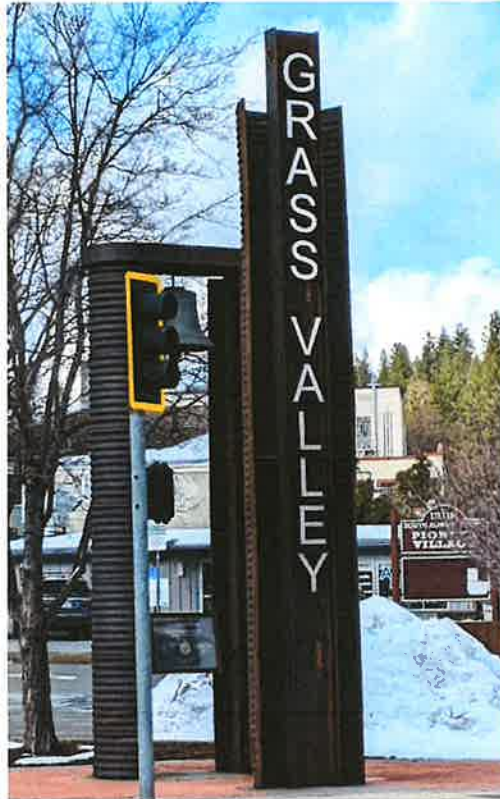
City of Grass Valley

PROPOSAL FOR ENGINEERING SERVICES

For

**CITY OF GRASS VALLEY
INFRASTRUCTURE NEEDS STUDY**

March 17, 2023



Submitted By:

 **Sauers
Engineering, Inc.**
Civil & Environmental Engineers
105 Providence Mine Road, Suite 202, Nevada City, CA
tel (530) 265-8021 www.sauerseng.com

EXHIBIT A

Sauers Engineering, Inc.

Civil & Environmental Engineers

March 17, 2023

City of Grass Valley
Attn: Lance E. Low, AICP, Principal Planner
125 E. Main Street
Grass Valley, California 95945

Proposal for Engineering Services Infrastructure Needs Study

1. Executive Summary

Sauers Engineering, Inc. is pleased to provide this Proposal for Engineering Services in response to the City of Grass Valley's **REQUEST FOR PROPOSAL FOR INFRASTRUCTURE NEEDS STUDY**. Sauers Engineering, Inc. has been providing water and wastewater engineering services from our Nevada City office to communities throughout the Sierra Nevada foothill region since the firm was established in 1984. We specialize in and are skilled at aspects of civil engineering related to water and wastewater systems, and are pleased at the opportunity to provide this Proposal to the City.

I have read and reviewed the City's Request for Proposals, issue date February 15, 2023, and attest that Sauers Engineering, Inc. is experienced in all of the aspects described in the RFP and are capable of performing all of the services required in the RFP. Sauers Engineering, Inc. is a professional engineering firm whose primary focus is water and wastewater engineering. The vast majority of our clients are small cities, counties, and special districts in the Sierra foothills. We have extensive experience working with communities including Grass Valley and have had great success solving the types of infrastructure needs they are currently facing.

I can be contacted at:

Keith Knibb, P.E.
Sauers Engineering, Inc.
105 Providence Mine Road, Suite 202
Nevada City, CA 95959
Telephone: (530) 265-8021
keith@sauerseng.com

Sauers Engineering's experience with water and wastewater system planning and design is well suited for the City's proposal including water distribution system modeling and water infrastructure planning and design. We have recently upgraded our water network analysis software to include two programs, Bentley WaterCAD V.8.1 including fire flow analysis, and PCSWMM 2021 Version 7.4.3200, which has the capability to provide water network analysis as well as sewer collection system network analysis.

Sauers Engineering does not anticipate using any subconsultants or subcontractors for this project.

Authorized Signature:

As President of Sauers Engineering, Inc., I am empowered to commit to all obligations made in this Proposal for Engineering Services on behalf of Sauers Engineering, Inc, and do so with the intention of adhering to all provisions described in the RFP, and hereby commit to entering into a binding contract with the City of Grass Valley for any services offered herein.

SAUERS ENGINEERING, INC.



Keith S. Knibb, President

2. Qualifications and Experience

Sauers Engineering, Inc. is a consulting civil engineering firm specializing in the planning and design of water and wastewater infrastructure. Sauers Engineering has been providing professional engineering services to private and public water and wastewater systems in the Sierra, foothill, and Central Valley regions since our establishment in 1984.

Sauers Engineering was formed in 1984 by principal Keith Sauers to provide general civil and sanitary engineering services to Nevada County and the surrounding foothill region. Keith Knibb and Dean Marsh are now the principals at Sauers Engineering, Inc. and have enjoyed a lasting relationship with their clients providing professional engineering services for more than 25 years. Both Keith and Dean are registered civil engineers with experience in many aspects of water and wastewater facility development. They are currently supported by staff engineer Kirk Moberg, EIT, with experience in technical level engineering design and water model development. Our current staff has worked together as a team for over 20 years, and enjoys a strong working relationship. Project elements are distributed among the staff taking advantage of the best skills for each task. Our clients get the benefit of our team approach, with talented engineers and consistent, quality work products.

We serve systems as small as a dozen customers to larger utilities with well over 10,000 customers. Our design professionals are knowledgeable in the unique needs of water and wastewater systems and are adept at designing projects to best fit the scope and budget of each client. Our engineering staff has specialized knowledge in the planning and design of:

- master plans for water and wastewater facilities
- surface water and groundwater infrastructure development
- water treatment and distribution facilities
- booster pump and hydropneumatic pump stations
- sewer lift stations
- gravity and pressure pipelines
- tanks and storage structures
- construction management
- public financing
- environmental review and compliance
- permitting and permit compliance projects

We provide on-going consulting engineering services to public water and sewer agencies serving as their district engineer. We also provide services for individual projects for public and private clients. We assist our clients with selecting appropriate projects to best meet their needs, considering cost, quality, function, life span, and ease of operation and

Sauers Engineering, Inc.

Civil & Environmental Engineers

Statement of Qualifications

maintenance. We have a good working relationship with local and state regulatory and funding agencies. Our engineers stay abreast of new regulations and technologies as these issues affect our clients.

Sauers Engineering, Inc. was selected in 1984 to be the consulting engineers for Truckee Donner Public Utility District, a public water and power agency located in the Town of Truckee. We have provided design, contract management, construction engineering, and inspection services along with planning studies such as the District's water system master plan and developer fee program and are currently involved in design and construction engineering on a new booster pump station and new water storage tank both of which are scheduled for construction this year. Since 1985, our firm has provided consulting engineering services to the City of Grass Valley on a variety of water and wastewater projects. We have provided water facility planning and design, most recently the replacement of the City's existing floating covered reservoir with two 1,000,000 gallon steel water storage tanks and associated modifications to the plant pumping system. In 1996 our firm was selected to provide consulting engineering services for Washington County Water District. Since January 2000, we have acted as district consulting engineer for the Lake Oroville Area Public Utility District which provides wastewater collection, pumping, and transmission for customers in Butte County near Lake Oroville. In addition, we provide ongoing consulting engineering services to Donner Summit Public Utility District, the City of Portola, Midway Heights County Water District, Tahoe City Public Utility District, Downieville Public Utility District, County of Sierra, Sierra County Water Works District No. 1 (Calpine), Indian Valley Community Services District, and numerous private water and wastewater systems throughout Northern California.

Sauers Engineering has recently completed a number of water and sewer system hydraulic model studies. We recently completed a water system model for the Indian Valley Community Services District in the community of Greenville including multiple wells, treatment plant, and tanks. The model is being used as the basis for a water system replacement and upgrade project for the community. Another was for the community of Ananda Village on the San Juan Ridge. We developed a model of the existing water system including wells, tanks, and distribution pipelines in order to determine the adequacy of the system under various water demand scenarios including fire flows. We also modeled proposed future development in order to determine if adequate water service would be available, especially at higher elevations. In addition, a model was created for a site in Truckee that was being considered for a new school facility. A hydraulic model was created to represent the Lahontan and Hopkins Ranch subdivision distribution systems in order to determine available water service, including fire flow, to the proposed school site based on actual total flow available and as constrained by maximum allowable pipeline velocities. We have created both water and sewer hydraulic models which are used on an ongoing basis for the City of Portola as well as a water model for the Sierra Brooks Water System near Loyalton. We recently completed an updated sewer system masterplan for the Lake Oroville Area Public Utility District which included a sewer system model covering a service area of approximately 13 square miles.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Statement of Qualifications

Sauers Engineering, Inc. is unique in offering professional expertise in water and sewer engineering to the foothill and Sierra region with a small but experienced and qualified staff, all in our Nevada City office. We have assembled a team to provide professional engineering services tailored to meet the City's needs. Our firm has a history of completing projects on schedule and on budget, and we are committed to providing an excellent level of service to our clients.

Professional Qualifications

The responsible (Lead) engineer for every project will be one of our two registered engineers, Keith Knibb or Dean Marsh. These professionals are the heart of Sauers Engineering, and have decades of experience focused in water and wastewater engineering. The scope of work of any project will determine which of them is the best fit for lead engineer. In all large projects, we work as a team to deliver a comprehensive package of engineering services, with each engineer contributing their strengths to the project.

Keith Knibb, PE

Keith is a graduate of Sacramento City College with an Associate of Arts degree in Mechanical-Electrical Technology, and of Humboldt State University with a Bachelor of Science degree in Environmental Resources Engineering. He has over thirty years of civil engineering experience with Sauers Engineering. Keith specializes in computer modeling, planning, design, construction engineering and environmental compliance for water and wastewater facilities.

Dean Marsh, PE

Dean is a graduate of Brigham Young University, with a Bachelor of Science degree in Civil Engineering and a Master of Science degree in Civil Engineering with an emphasis in water resources and environmental engineering. Dean has over twenty five years of civil engineering experience with Sauers Engineering in planning and design of water and wastewater facilities including numerous treatment plant modifications for Surface Water Treatment Rule compliance. He is also experienced in computer modeling of hydraulic systems.

Kirk Moberg, EIT

Kirk is a graduate of California State University, Sacramento with a degree in Civil Engineering with emphasis in water and environmental engineering. Kirk also has a minor in geology with course work taken at University of Nevada, Reno. Kirk has over twenty years of experience, fifteen with Sauers Engineering, in design and construction management for water treatment and conveyance systems and groundwater remediation treatment systems. He also has extensive experience in environmental compliance for water and wastewater facilities.

Our individual resumes are included at the end of this proposal.

3. Project Approach/Scope of Services

Sauers Engineering, Inc. uses the team approach to multi-disciplinary projects. For any given project we assemble the best talent within our organization to fit the scope of work. In addition, we have strong relationships with our sub-consultants. Due to our long standing relationships with these sub-consultants, we are able to provide seamless integration of their services into our work products. In this way, every project gets the benefit of our best in-house talent supported by multi-discipline professionals of excellent quality.

Our management approach at Sauers Engineering, Inc. requires a principal of the firm to be assigned as the Project Manager and primary point of contact for each project. For the City of Grass Valley Infrastructure Needs Study, Keith Knibb will be assigned to be the Project Manager. The project manager is responsible for delegating assignments to the design team as appropriate so that particular strengths of individuals can be maximized. The principal in charge has an active role in direct design and/or overseeing each of the tasks performed by the project team.

Preparation of the infrastructure study will include the following:

Water System Evaluation

The City's and NID's water distribution system hydraulic models will be used as the basis for determining the most cost-effective ways to provide adequate water service to the two study areas identified in the RFP. Existing system models, if available, along with proposed new system improvements will be modeled using either the WaterCAD Version 8i software package developed by Bentley Systems, Inc. or the PCSWMM 2021 Version 7.4.3200 software package developed by Computational Hydraulics Int. We will use the City's and NID's digitized maps, both AutoCAD and GIS, of the distribution systems including pipes (conduits) and nodes (junctions) to produce a geometrically accurate layout of the system. Next, data and design conditions will be attached to each of the model entities. This includes pipe length and diameter, pipe material and roughness coefficient, pipe depths and ground elevations, valve, hydrant, and interconnection locations, tanks including floor and overflow elevations, pump stations, and treatment plant location and elevation.

Once the models have been established, any variety of pipeline extensions and loading conditions can be used to test the model response. The computer model can simulate various flow conditions, calculate the flow in each pipeline and the resultant water pressure throughout the system. The model will be used to simulate demands of the existing population, future demands, fire flows, and buildout conditions of the new study areas. Model results are used to determine where inadequacies exist within the existing facilities as well as behavior of water systems in new developments. Model scenarios will include present conditions, infill of existing buildable parcels, and development of potential buildable sites identified within the two study areas. The system will be modeled under peak hour demand and maximum day

average demand plus fire flow to test the effects on the existing systems and to determine potential new distribution system improvements which could serve the new areas.

Scope of Services

Task 1: Project Management and Coordination – Sauers Engineering will participate with the City and NID in a Kick-Off Meeting to introduce our staff to agency staff and to establish the appropriate points of contact between our staff and agency staff responsible for various aspects of the project. We will further participate in bi-weekly phone/virtual meeting check-ins with City staff to provide updates on project progress and discuss any concerns. We anticipate multiple meetings and site visits with City and NID staff throughout the course of the project.

Task 1.a. Data Collection and Review – We anticipate receiving water system mapping and planning map information in either AutoCAD and/or GIS formats from the City and NID. This will be used to create base maps, layouts, and backgrounds and to establish the basic geometry of the water distribution systems. If available, we would also anticipate receiving water distribution hydraulic model files to run on our modeling programs. Once the layouts are completed, we will input attributes for each entity in the two systems including pipeline materials, lengths, diameters, roughness coefficients. Where actual data is not available for establishing entity attributes, we will work with the City and NID to agree on assumptions for the missing data. We do not anticipate providing survey work to determine actual data where it is not currently available. Inputs to the models will be based on City and NID standards and water use records and on fire flows based on coordination with the Grass Valley Fire Department.

Task 2: Public Engagement – Sauers Engineering will participate in a public workshop to be conducted by the City in coordination with NID and Nevada County. We will be prepared to make a presentation covering our scope of services and the project goals. We will be available to participate in conversations during the meeting and answer questions from participants and stakeholders. We will take note of public comments and concerns to ensure they are reflected in our work products. Following the workshop, we will prepare a Technical Memorandum summarizing the workshop.

Task 3: Determine Demands for Each Study Area – For each of the two study areas, we will determine water system demands for the proposed developments in each area. In order to test the existing distribution systems as well as plan for system improvements, we will determine demand scenarios including average day demand, maximum day average demand, maximum day average demand plus fire flow, and peak hour demand. For the maximum day average plus fire flow, the single largest fire flow demand will be used to test the system response. Demand calculations will be based on City and NID standards for single-family, multi-family, and commercial customers including appropriate peaking factors as determined by the agencies. If standard values are not available, we will rely on our experience as water system engineers to determine customer demands. Fire flow requirements will be based on the

California Fire Code. We will coordinate with the City of Grass Valley Fire Department to determine fire flows, hydrant locations, and fire sprinkler requirements.

Task 3.a. Water Distribution System Hydraulic Modeling – Evaluation of the existing water distribution systems' ability to provide service to the proposed study areas will rely on hydraulic modeling of both the City's and NID's systems. We anticipate receiving modeling data base files for use in one of our modeling programs, either the WaterCAD Version 8i software package developed by Bentley Systems, Inc. or the PCSWMM 2021 Version 7.4.3200 software package developed by Computational Hydraulics Int. If the model files are not made available, we will use a combination of models created in our office for proposed new improvements with on-going coordination with agency representatives to evaluate system responses in the existing system. Once the models have been created and tested, we will model each of the systems under various scenarios in order to evaluate their capabilities to supply the study areas. Models will also be used to size proposed new pipeline improvements.

Deficiencies in the systems will be identified by the models. We will evaluate the systems for existing deficiencies under current conditions and for deficiencies which will manifest as the systems expand in the future. The models will also identify system improvements and pipeline upgrades required to address current and future system deficiencies.

Task 4: Proposed Improvements – Sauers Engineering will consult with the City and NID on design assumptions for their respective systems. Issues including minimum and maximum system pressures, maximum pipeline velocities, minimum pipe sizes, storage requirements, and valve spacing will be confirmed. Multiple model scenarios will be evaluated to determine potential alternatives for providing water service to the study areas. These will include service from the City's system, service from NID's system, and service from combinations of both systems. We will evaluate, based on the elevations of study areas and the hydraulic grade line of the nearby existing water systems, whether pumping would be required to increase pressure or pressure reducing stations would be required to decrease pressure. We will evaluate impacts on water storage and determine if additional water storage facilities would be required. We will determine adequate pipeline sizes and points of connection to existing systems to meet the improvement standards of the two agencies while providing service to the new study areas.

Task 5: Develop Draft Report – Once the modeling and capacity evaluations are complete, we will prepare a Draft Report providing background, results of the evaluation, and recommendations for system improvements. The report will include data, assumptions, and inputs used in creating the models, and the results of the models for the various scenarios. The report will discuss the criteria used to determine deficiencies in the existing systems resulting from the new service areas as well as the criteria used to determine sufficiency of system upgrades. For both systems, the report will include a prioritized list of pipeline sections which would need to be replaced along

with estimated costs. The report will also include a list of all new improvements which would be necessary to serve to two study areas along with cost estimates for the improvements.

In addition to addressing system improvements, the Draft Report will incorporate the results of the Public Engagement process and public workshop including comments and concerns of the public and stakeholders and discussion of how those concerns were addressed in the proposed project.

The Draft Report will include preliminary plans for system improvements, both for the existing systems and new facilities, for the various scenarios to be considered. This will include connection details, pipeline replacements, new pipeline alignments and sizes, valve locations, hydrant locations, tank sites if required, bore and jack casing locations and details, and other equipment installations such as PRVs and booster pumps if required.

Once the Draft Report is complete, Sauers Engineering will lead a review meeting with the City and NID. We will go over the results of the modeling and evaluations and present the various scenarios including the preferred alternative. We will take note of any comments from the agencies on the draft report findings.

Task 6: Final Report – Following the review meeting with the City and NID, we will prepare a Final Report incorporating any comments and proposed revisions brought out at the meeting. This report will identify the preferred alternatives for providing service to the two study areas as agreed upon by the two agencies.

Task 7: Presentation – Sauers Engineering will make presentations to the Grass Valley City Council and to the NID Board of Directors of the Final Report. We would anticipate providing a cover memo for the agenda packages as well as a slideshow presentation in PowerPoint or similar program. The presentation will include the results of the evaluations including the preferred alternatives and cost estimates for the proposed projects, along with recommendations for how to proceed on financing and implementation of the projects.

4. Client List and References

A reference list is included at the end of this proposal.

5. Cost Schedule

Sauers Engineering has reviewed the Budget and the Summary of Schedule contained in the Request for Proposals. Based on our current workload, we anticipate being able to meet the City's budget and schedule including Commencement of Work on April 17th, 2023 and Project Completion on July 15th, 2023. Our Cost Schedule is included at the end of this proposal.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Statement of Qualifications

Supporting Information

Supporting information includes:

- Resumes of Key Personnel
- Reference List
- Cost Schedule

Sauers Engineering, Inc.

Civil & Environmental Engineers

Statement of Qualifications

Keith Knibb, P.E.
Principal

EDUCATION

- B.S., Environmental Resources Engineering, Humboldt State University, Arcata, CA, 1988
- A.A., Mechanical Electrical Technology, Sacramento City College, Sacramento, CA, 1983

PROFESSIONAL LICENSES

- Registered Civil Engineer, California C51290
- Qualified SWPPP Developer/Practitioner, Certificate # 21630

PROFESSIONAL AFFILIATIONS

- Member American Society of Civil Engineers
- Member Engineers Association of Nevada County

REPRESENTATIVE EXPERIENCE

Mr. Knibb has over 30 years of civil engineering experience specializing in the planning, design, construction engineering and environmental compliance for water and wastewater facilities from the high Sierras to the Sacramento Valley.

Mr. Knibb has many long term clients for whom he provides ongoing engineering services including Lake Oroville Area Public Utility District, the City of Grass Valley, Truckee Donner Public Utility District, Sierra County Department of Public Works, Tahoe City Public Utility District, and Sierra Brooks Community Services District. He has provided engineering for several small systems including Alpine Meadows Property Owners Association, Fir Crags Homeowners Association, Washington County Water District, Martis Camp, and Auburn Valley Community Services District.

Mr. Knibb's projects include all aspects of water and wastewater facilities including treatment facilities, transmission and storage facilities, pump stations and distribution and collection systems. Recent water projects include the replacement of the 2 MG clearwell reservoir at the City of Grass Valley Water Treatment Plant, water system improvements including multiple wells, tanks and pump stations for the 650 unit Siller Ranch/Martis Creek subdivision, and water supply and distribution system upgrades for the Sierra Brooks CSD. Recent wastewater projects include the onsite wastewater treatment and disposal system for the Cosumnes River Elementary School, the City of Grass Valley Sewer System Master Plan Update, construction of approximately 14,500 feet of gravity sewer and sewer force main in three projects for the Lake Oroville Area P.U.D., upgrade and expansion of four sewer lift stations for the Lake Oroville Area P.U.D., a STEP System Replacement Program for the Lake Oroville Area P.U.D., and the Sanitary Sewer Overflow Prevention and Response Plan and Sewer System Management Plan also for the Lake Oroville Area P.U.D.

Mr. Knibb is skilled in environmental compliance including the preparation and processing of CEQA and NEPA documents, stream bed alteration permits, stormwater pollution prevention plans (SWPPPs), wetlands issues, and a variety of environmental permit issues. Mr. Knibb has experience in successfully assisting his clients with applications for public financing through several programs including USDA Rural Development, Drinking Water State Revolving Fund, and Clean Water State Revolving Fund.

Dean D. Marsh, P.E.
Principal

EDUCATION

- M.S., Civil & Environmental Engineering with an emphasis on Water Resources, Brigham Young University, Provo, Utah, 1995.
- B.S., Civil and Environmental Engineering, Brigham Young University, Provo, Utah, 1995.

PROFESSIONAL LICENSES

- Registered Civil Engineer, California C58100

PROFESSIONAL AFFILIATIONS

- Member of American Water Works Association
- Member Water Environment Federation
- Member California Water Environment Association
- Member Nevada County Engineers Association

REPRESENTATIVE EXPERIENCE

Mr. Marsh has been with Sauers Engineering since 1995, and has over 25 years of experience in planning, design and construction supervision for water and wastewater projects. He enjoys the challenges that come with working with small public water and sewer agencies as well as private clients. Mr. Marsh has enjoyed on-going consultant relationships with several public agency clients including City of Portola, Hat Creek Water Company, Alpine Meadows Property Owners Association, Sierra County Water District No.1 (Calpine), McKinney Water District, Kingvale Water Users Association, and Donner Summit Public Utility District. He provides these agencies with a full range of consulting engineering services including master planning, design of new facilities, assistance with funding resources, project bidding, construction management, and coordination with other consultants and contractors on behalf of his clients. He has guided projects through the USDA Rural Development funding process.

Mr. Marsh has a strong technical background with expertise in the areas of design of water treatment facilities for compliance with the Surface Water Treatment Rule, iron and manganese removal, arsenic removal, water system master-planning, computer modeling of water distribution systems, design of water pump stations and hydropneumatic systems, pipeline design, and structural design of redwood storage tanks.

Mr. Marsh is experienced with computer modeling of wastewater collection systems, development of wastewater system master plans, design of gravity sewer pipelines and force mains, analysis and design of sewer lift stations and planning and design for wastewater treatment and disposal systems. Mr. Marsh assists his clients with ongoing permit compliance issues and reports as may be required by regulatory agencies.

Kirk Moberg Assistant Engineer

EDUCATION AND LICENSE

- B.S., Civil Engineering with emphasis in water and environmental engineering
California State University Sacramento, 1988.
- E.I.T. Certificate

PROFESSIONAL AFFILIATIONS

- Member & Past Director Nevada County Engineers Association

REPRESENTATIVE EXPERIENCE

Kirk graduated from California State University, Sacramento in 1988 with a degree in Civil Engineering with emphasis in water and environmental engineering. Kirk also has a minor in geology with course work taken at University of Nevada, Reno. Kirk has over 17 years of civil engineering experience in design and construction management for water and wastewater facilities including treatment, storage and conveyance systems as well as groundwater remediation treatment systems. He also has extensive experience in environmental compliance for water and wastewater facilities.

Kirk is skilled in many aspects of water and wastewater design and compliance including conducting sewer capacity studies, water system modeling, wastewater system modeling, city sewer and water system master plans, operation and maintenance manuals for small water and wastewater systems, as well as complete design and construction management of water and wastewater facilities, and wastewater rate studies for the Lake Oroville Area Public Utility District.

His projects include: sewer system master plans for the cities of Portola and Grass Valley and for Lake Oroville Area PUD; wastewater pumping and conveyance system for Lake Oroville Area PUD; wastewater pump station retrofit design for the City of Grass Valley at Slate Creek and Morgan Ranch; water treatment facility retrofit design at Alta Hill Treatment Plant for the City of Grass Valley; wastewater conveyance and treatment facility design for the City of Wheatland; groundwater pumping and conveyance design for Tokay Park Water Company; groundwater pumping and conveyance design for the County of Stanislaus; groundwater pumping, treatment, conveyance and storage for Martis Camp development in Truckee including four storage tanks, three pump stations and chlorine treatment facilities; wastewater pump station design for Martis Camp development; wastewater pump station design for Gray's Crossing development in Truckee; water system modeling for Placer County Water Agency, numerous water tank and pump station designs and construction management for Truckee Donner Public Utility District; water storage and conveyance design and construction management for Sierra Brooks Water System for the County of Sierra; mainline extension designs as part of the Nevada Irrigation District system; water tank and pump station design and construction management for Auburn Valley Community Services District.

REFERENCE LIST

David Goyer, General Manager
Lake Oroville Area Public Utility District
1960 Elgin Street
Oroville, CA 95966
Tel. (530) 533-2000

Todd Roberts, City Manager
City of Portola
P.O. Box 1225
Portola, CA 96122
Tel. (530) 832-4216

Peter Goering, Village Manager
Ananda Village
14618 Tyler Foote Road
Nevada City, CA 95959
Tel. (530) 478-7639

Paula Crowder, Board Secretary
Sierra County Water Works District No. 1
P.O. Box 25
Calpine, CA 96124
(530) 994-3610

Richard Melim, District Engineer
Downieville Public Utility District
P.O. Box 444
Downieville CA, 95936
Tel. (530) 274-3566

Neil Kaufman, Water System Engineer
Truckee Donner Public Utility District
11570 Donner Pass Road.
Truckee, CA 96161
Tel. (530) 582-3950

Tim H. Beals, Director of Public Works
Sierra County
P.O. Box 98
Downieville, CA 95936
Tel. (530) 289-3201

Trisha Tilitson, Director-Community Dev. Agency
County of Nevada
950 Maidu Avenue, Suite 170
P.O. Box 599002
Nevada City, CA 95959-7902
Tel. (530) 265-1222

Mr. Tony Lalotis, Utilities Superintendent
Tahoe City Public Utility District
P.O. Box 33
Tahoe City, CA 96145
Tel (530) 580-6053

Robert Pierce, Associate Superintendent
Facilities and Planning
Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
Tel. (916) 686-7711

Bjorn Jones, City Engineer
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945
Tel. (530) 274-4353

Steve Palmer, General Manager
Donner Summit Public Utility District
53823 Sherritt Lane
Soda Springs, CA 95728
Tel. (530) 426-3456

Adam Cox, Contract General Manager
Indian Valley Community Services District
127 Crescent Street, Suite #1
Greenville, CA 95947-0899
Tel. (530) 284-7224

Doug Roderick, Director of Engineering
Nevada Irrigation District
P.O. Box 1019
Grass Valley, CA 95945
Tel. (530) 271-6863

03/17/23

Cost Schedule

	Senior Engineer	Assistant Engineer	Materials/Subs \$	Mileage 0.5	Extension	Sub Totals
	170	130		0.5		
ACTIVITY						
1. Project Management and Coordination						
Kickoff Meeting, Prep	6				1020	\$1,020.00
Public Workshop, Prep	16	12	500		4780	\$5,800.00
Ongoing Meetings and Site Visits	12				2040	\$7,840.00
2. Data Collection and Review (Southern SOI)						
Import digital mapping into model	8	8			2400	\$2,400.00
Assign attributes to entities	8	16			3440	\$5,840.00
Review City/NID standard demand factors	8				1360	\$7,200.00
Coord. with GVFD on fire flows, hydrants	8				1360	\$8,560.00
Coord. with Caltrans, bore and jack encroachments	16	16			4800	\$13,360.00
Develop customer demand factors	8	8			2400	\$9,600.00
Assign system demands to model	8	16			3440	\$13,040.00
Run and calibrate model	8	16			3440	\$16,480.00
Data Collection and Review (RV Resort)						
Import digital mapping into model	8	8			2400	\$2,400.00
Assign attributes to entities	8	16			3440	\$5,840.00
Coord. with GVFD on fire flows, hydrants	8				1360	\$7,200.00
Develop customer demand factors	8				1360	\$8,560.00
Assign system demands to model	8	8			2400	\$10,960.00
Run and calibrate model	8	16			3440	\$14,400.00
3. Proposed Improvements (Southern SOI)						
Model multiple scenarios	6	24			4140	\$4,140.00
Fire Flow analysis	2	16			2420	\$6,560.00
Model future development	4	16			2760	\$9,320.00
Generate pipeline and node reports	2	16			2420	\$11,740.00
Identify replacement and new pipe sizing	4	12			2240	\$13,980.00
Proposed Improvements (RV Resort)						
Model multiple scenarios	8	24			4480	\$4,480.00
Fire Flow analysis	2	8			1380	\$5,860.00
Model future development	4	16			2760	\$8,620.00
Generate pipeline and node reports	2	16			2420	\$11,040.00
Identify replacement and new pipe sizing	4	12			2240	\$13,280.00
4. Reports and Presentations						
Draft Report	24	8			5120	\$5,120.00
Preliminary Plans (multiple scenarios)	24	16			6160	\$11,280.00
Cost Estimates	8	8			2400	\$13,680.00
Review Meeting, Prep	8	8			2400	\$16,080.00
Final Report	16	4			3240	\$19,320.00
Council/Board Presentations, Prep	16				2720	\$18,800.00
Subtotal =					0	
Total =	288	344	500	0		\$94,180

Sauers Engineering, Inc.

Civil & Environmental Engineers

Fee Schedule **January 1, 2023**

I. The following are hourly rates for professional services. Overtime and weekend hours are billed at time-and-a-half. Evening meetings are not considered overtime unless the total daily hours exceed eight.

Senior Engineer	(Registered)	\$ 175.00 /hour
Associate Engineer	(Registered)	\$ 155.00 /hour
Assistant Engineer	(E.I.T.)	\$ 135.00 /hour
Technician, Construction Inspector		\$ 110.00 /hour
Prevailing Wage Construction Inspector		\$ 130 /hour
Clerical		\$ 60.00 /hour
Expert Witness/Litigation Consulting		\$ 300.00 /hour

II. Consultant will remain the judge of the level of qualification required to complete a given task. In addition to the above, all expenses (telephone, postage, materials, blueprints, xerox copies, etc.) will be billed directly, at a rate of cost plus 15%. Consultant reserves the right to utilize sub-consultants when necessary.

III. Clients are requested to contract directly with the vendors of significant outside services, such as soils engineering, aerial photography, title work, and so on. In the event that client wishes to retain the above services utilizing consultant as a billing agent, a service charge of 15% per billing will also be assessed.

IV. Mileage will be billed at a rate of \$0.55 per mile.