

EXHIBIT 1.3.0



Camptonville Water System Improvement Project

Camptonville Community Services District
 P. O. Box 327, Camptonville, CA 95922

RICHARD DICKARD

EMPLOYEE

→ 2012 ←

Date	Task re: CABY	Hours
1/13	Meeting M. Henes, C. Decker re: needs	2.0
1/23	CCSD meeting discussion	0.5
2/6	Meet M. Henes re: water system needs	2.0
2/17	Develop Courier Central re: water system	1.0
2/21	CCSD meeting: water issues	0.5
3/1	1 st CABY meeting - Sensitivity	3.5
3/8	Review CABY website - grant	1.0
3/22	Research funding options USDA vs. CABY	0.5
3/27	Meet M. Henes; begin develop grant ideas	1.5
4/4	CABY meeting	2.0
4/5	Develop grant @ N. Yuba collective	1.5
4/9	Emails + research	1.0
4/16	CCSD - Walters Engineering discussion	0.5
5/4	B. Walters @ water plant - inspect / discussion	4.0
5/3	Prep for above visit + emails 4/6 → 5/31	11.0
5/16	Grant prep + phone R. Miller	2.0
5/17	" " emails	1.0
5/19	" " "	3.0
5/20 - 5/22	" " "	2.5
5/21	CCSD mtg - CABY grant discussion	0.5
6/6	CABY mtg + prep on 6/1 → 6/4 + emails	9.0
6/13	Research / emails - GET phone	1.5
6/16	M. Farther GET @ water plant phone	1.0
6/19	emails / research online	1.5
7/9	Phone - M. Farther re: inspect water	0.5
7/19	Emails + research	1.5
8/7	Phone J. Bird; CABY research 8/6 + 8/7	1.5
8/14	Emails / research / met @ J. Bird @ CDPH	3.5
8/31	Emails / "	1.0
9/5	CDPH water system eval. + email report	4.5
9/6	Emails to M. Henes; M. Farther phone; research	2.0
		71.0

NOTE: Emails related to N. Yuba Project Development

NOTE: emails as above

(for 1/13 to 9/6)

TOTAL

R. Dickard

SIGNATURE



Camptonville Water System Improvement Project

Camptonville Community Services District
P. O. Box 327, Camptonville, CA 95922

RICHARD DICKARD

EMPLOYEE

FEBRUARY, 2013

MONTH

Date	Task - CABY	Hours
2/1	Emails/phone MT	1.
2/2	Phone MT/emails/online research	1.
2/3	Prep for 44 telecon sewer/emails	0.75
2/4	Pre-con MT/Telecon sewer	3.0
2/5	Emails MT/sewer; Phone MT	0.75
2/8	AM Emails/research PM Phone MT	1.0
2/9	Phone MT	0.25
2/11	Emails/study-research; Phone MT	1.25
2/12	Data develop/review; Phone Email Logce, Phone M. Hene + MT	5.5
2/13	Phone MT Emails/review comment 2 nd draft; Email RD	2.75
2/14	CWD/BAC maps. Resolutions/emails/phone MT	1.50
2/15	Review 3 rd Draft/phone MT/emails	0.75
2/17	Review emails MT, sewer, CABY - phone MT	1.0
2/18	Phone USEPA re: supplement CABY 5 th draft/CEC mtg	0.75
2/19	Emails/review for conf. call	0.25
2/20	MT pre-conf call/CABY conf call post call to MT	1.5
2/21	Email - CABY mtg minutes/telecon sewer	0.25
2/26	Emails/review DATA RWMP @ CABY	0.5
2/28	Email - DWR Grants - TAP review	0.25
		<u>24.20</u>

24.20 hrs.
TOTAL

R Dickard

SIGNATURE

EXHIBIT 1.4.1

YUBA COUNTY WATER AGENCY GRANT AGREEMENT

THIS AGREEMENT is made this 8th day of January, 2013, by and between Yuba County Water Agency, a public agency ("Agency") and Camptonville Community Services District ("Grantee"), who agree as follows:

1. **Grant.** The Agency agrees to grant to Grantee the sum not to exceed \$64,000.00 on and subject to the terms of this Agreement. The grant shall be used by Grantee for professional services in support of a grant application for their Water System Improvement Project. Agency shall not be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs.

2. **Work To Be Performed.** Grantee shall fully perform the work described on Exhibit A Request for Proposal (the "Work").

3. **Method of Payment.** Upon request by Grantee, Agency shall pay all invoices, bills, statements, and other expenses for the Work. Total payments shall not exceed the grant amount. If Grantee has paid the vendor, with satisfactory proof of that payment, Agency will reimburse Grantee. Otherwise, payment requests shall not be submitted more frequently than semi-monthly. Payment requests by Grantee shall include satisfactory copies of subject invoice(s), bill(s), statement(s), and/or other proof of cost item. If Agency determines that the payment request is for eligible costs, and if Grantee is otherwise in compliance with this Agreement, then Agency shall pay the item directly to the vendor, contractor, supplier, etc. within 30 days of receipt of the request.

4. **Term & Termination.**

4.1. This Agreement shall take effect at the date entered above. Grantee must complete the Work, and all grant fund reimbursement/payment requests must be submitted to Agency by July 31, 2013, unless extended by mutual agreement of the parties. Any grant funds not expended by this date shall be forfeited by the Grantee and retained by Agency.

4.2. Agency may terminate this Agreement at any time for cause by giving 14 days prior written notice to Grantee. Cause shall mean (a) Grantee violates this Agreement, and such violation continues for a period of 30 days after notice of violation from Agency, which notice shall specify the violation; (b) Grantee files or there is filed against Grantee a bankruptcy petition (unless, in the case of a petition filed against Grantee, the same is dismissed or stayed within 60 days); (c) Grantee makes an assignment for the benefit of creditors; (d) Grantee becomes insolvent or there shall occur a material adverse change in the financial conditions of Grantee; (e) Grantee applies for or consents to the appointment of a receiver, trustee, or conservator, or such appointment is made without Grantee's consent and is not vacated within 60 days; (f) Grantee files a petition or resolution of application for reorganization; or (g) Agency suffers a significant loss of revenue and/or deposits/reserves, resulting in a loss of sufficient funds for this grant.

5. **Compliance.** Grantee shall perform the Work in compliance with all applicable federal, state and local laws and regulations and codes, including acquisition of all required permits, licenses entitlements, and authorizations.

6. **Public Works Requirement.** If the Work consists of public works, as defined at Labor Code

sections 1720 to 1720.4, then Grantee and its contractors and subcontractors shall comply with California statutes and regulations applicable to public works projects, including, but not limited to, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; payroll records; workers' compensation insurance; payment/labor and materials bond (if grant amount exceeds \$25,000); non-discriminations laws; contractors' state license requirements; and California Environmental Quality Act environmental review.

7. Inspections. Agency reserves the right to inspect any Work to determine whether it is being performed in accordance with this Agreement. Agency may withhold grant payments if it finds Work not conforming, until Grantee remedies the nonconformity.

8. Record Keeping.

8.1 Grantee shall keep and maintain bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and use of the grant proceeds to pay vendors, contractors, suppliers, and others who perform the Work for Grantee, including all invoices, receipts, canceled checks, contracts, purchase orders, and other source documents.

8.2 These records shall be retained for a period of not less than three years from the final grant payment.

8.3 These records shall be accessible and available for inspection or audit by Agency, or by its employees, accountants, attorneys or agents, at reasonable times and upon reasonable notice.

9. Indemnification. Grantee shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of Grantee's performance of the Work and caused by the negligent or willful act or omission of Grantee and its contractors or subcontractors or their employees, agents and subcontractors, except where caused by the active negligence, sole negligence or willful misconduct of Agency or as otherwise provided or limited by law. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10. General Provisions.

10.1 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of terms of this contract among the parties concerning the subject matter addressed in this Agreement, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this agreement.

10.2. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

10.3. Successors and Assignment. This Agreement shall bind and inure to the benefit of the respective successors, assigns, heirs, devisees and personal representatives of the parties.

10.5. Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

10.5. Attorney's Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consultant fees, litigation costs and costs of suit.

10.6. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

Agency:

General Manager
Yuba County Water Agency
1220 F Street
Marysville, CA 95901

Grantee:

Rita Ortega, Project Manager
Camptonville CSD
P O Box 327
Camptonville, CA 95922

Any party may change its address by notifying the other party of the change in the manner provided above.

YUBA COUNTY WATER AGENCY

GRANTEE

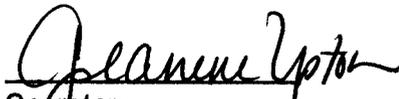
By:


~~Mary Jane Griego~~ Roger Abe
Chair

By:


Rita Ortega
President, CCSD

Attest:


Secretary

Attest:

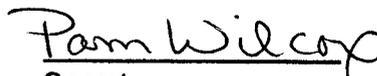

Secretary

EXHIBIT 1.4.3

Camptonville Water System Improvement Project - Cash Flow Analysis

			2014												2015														
			2013 Q4			Q1			Q2			Q3			Q4			Q1			Q2			Q3			Q4		
Category	Grant	Check Sum	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
a) Direct Project Administration																													
Project Overhead	\$0	\$0																											
1.1 Project Administration	\$0	\$0																											
Admin	\$3,400	\$3,400	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213	\$213
Accounting	\$3,264	\$3,264	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204
Support	\$3,072	\$3,072	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192
Reproductions	\$3,200	\$3,200	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533	\$533
1.2 Public Works Compliance	\$0	\$0																											
Consultant	\$12,800	\$12,800	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833
1.3 Reporting	\$1,440	\$1,440			\$288			\$288			\$288			\$288			\$288			\$288			\$288			\$288			\$288
Final Report	\$1,080	\$1,080																											
Performance Measures	\$1,800	\$1,800			\$1,800																								
1.4 Coordination	\$13,500	\$13,500	\$7,200	\$1,260	\$1,260	\$1,260	\$1,260	\$1,260																					
b) Land Purchase/Easement																													
No tasks	0	0																											
c) Planning/Design/Engineering/Environmental																													
3.1.1 Water System Evaluation (GE)	\$0	\$0																											
3.1.2 Public Health Compliance Ev	\$0	\$0																											
3.1.3 Conceptual Design (10%)	\$0	\$0																											
3.1.4 Survey Services	\$0	\$0																											
3.1.5 Geology and Well Investigat	\$0	\$0																											
3.1.6 Engineering Design (30%)	\$0	\$0																											
3.2.1 Geotechnical Report	\$6,560	\$6,560			\$3,280	\$3,280																							
3.2.2 Engineering Design (60%)	\$19,500	\$19,500	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250																					
3.2.3 Engineering Design (90%)	\$16,500	\$16,500	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750																					
3.2.4 Design Review	\$2,500	\$2,500						\$1,250	\$1,250																				
3.2.5 Final Design (100%)	\$5,000	\$5,000						\$5,000																					
3.3.1 Special Studies	\$6,000	\$6,000	\$6,000																										
3.3.2 Initial Study/Public Review	\$9,000	\$9,000	\$3,000	\$3,000	\$3,000																								
3.3.3 Yuba County Planning Rev	\$0	\$0																											
3.4 Permitting	\$1,880	\$1,880																								\$1,880			
3.5 Contingency	\$5,000	\$5,000	\$714	\$714	\$714	\$714	\$714	\$714	\$714																				
d) Construction/Implementation																													
4.1 Pre-Construction Contracting	\$4,800	\$4,800				\$2,400	\$2,400																						
4.2 Mobilization & Site Prep	\$35,000	\$35,000							\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000											
4.3.1 Treatment Plant Improvement	\$0	\$0							\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0											
Convert Raw Water Cell to	\$13,800	\$13,800							\$1,971	\$1,971	\$1,971	\$1,971	\$1,971	\$1,971	\$1,971	\$1,971	\$1,971	\$1,971											
Filter Plumbing Modificati	\$48,200	\$48,200							\$6,886	\$6,886	\$6,886	\$6,886	\$6,886	\$6,886	\$6,886	\$6,886	\$6,886	\$6,886											
Monitoring and Control	\$44,500	\$44,500							\$6,357	\$6,357	\$6,357	\$6,357	\$6,357	\$6,357	\$6,357	\$6,357	\$6,357	\$6,357											
4.3.2 Water Storage Reservoir	\$370,000	\$370,000							\$150,000	\$36,667	\$36,667	\$36,667	\$36,667	\$36,667	\$36,667	\$36,667	\$36,667	\$36,667											
4.4 Performance Testing	\$5,000	\$5,000																									\$5,000		
4.4.2 As-Built Documentation & Re	\$5,000	\$5,000																									\$5,000		
4.4.3 Operations Manual & Operat	\$6,000	\$6,000																									\$6,000		
e) Environmental Compliance																													
Known Mitigations	\$0	\$0																											
f) Construction Administration																													
6.1 CCSD Project Manager (Owr	\$16,200	\$16,200				\$1,800	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600								
6.2 Engineering Services	\$15,000	\$15,000							\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143											
6.3 Building Inspections	\$10,000	\$10,000							\$1,429	\$1,429	\$1,429	\$1,429	\$1,429	\$1,429	\$1,429	\$1,429	\$1,429	\$1,429											
g) Post Project Measures																													
7.1 Post Measures	\$0	\$0																											
7.2 Education	\$0	\$0																											
7.3 CABY Web Page	\$3,830	\$3,830	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239
7.4 CABY Data Management	\$11,480	\$11,480	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718	\$718
7.5 Legal Representation	\$1,110	\$1,110	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69
7.6 Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
h) Construction/Implementation Contingency																													
8.0 15% contingency	\$76,725	\$76,725							\$10,961	\$10,961	\$10,961	\$10,961	\$10,961	\$10,961	\$10,961	\$10,961	\$10,961	\$10,961	\$10,961	\$10,961	\$10,961								
Subtotal Cash Out			\$16,916	\$19,976	\$19,344	\$17,256	\$10,976	\$12,514	\$13,632	\$6,468	\$178,142	\$64,520	\$64,520	\$64,808	\$64,520	\$64,520	\$64,808	\$21,115	\$0	\$1,080									
Quarterly Invoice					\$56,235			\$40,745			\$198,242			\$193,849			\$193,849			\$22,195			\$0			\$0			\$0
90% Reimbursement out 6 months											\$50,612			\$36,671			\$178,418			\$174,464						\$19,975			\$70,512
YCWA Infusion			\$16,916	\$19,976	\$19,344	\$17,256	\$10,976	\$12,514	\$13,632	\$6,468	\$178,142	\$64,520	\$64,520	\$64,808	\$64,520	\$64,520	\$64,808	\$21,115	\$0	\$1,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
YCWA Balance			\$16,916	\$36,891	\$56,235	\$73,491	\$84,467	\$96,980	\$110,613	\$117,081	\$244,611	\$309,131	\$373,652	\$401,790	\$466,310	\$530,831	\$417,221	\$438,336	\$438,336	\$264,951	\$264,951	\$264,951	\$90,487	\$90,487	\$90,487	\$70,512	\$70,512	\$70,512	\$0

EXHIBIT 2.1.1



February 1, 2013

Mr. Mark Jokerst
Camptonville Water District

RE: Revised Labor Compliance Not to Exceed

Mark,

Thank you for the update this morning on your upcoming project. The value of construction has been reduced therefore I will reduce the Not to Exceed Value for Labor Compliance. The adjusted Not to Exceed Value is \$12,500.00 (Twelve Thousand Five Hundred dollars).

Thank you,

Carolyn Lay

From: Mark Jokerst <mjokerst@me.com>
Subject: Re: Labor Compliance
Date: February 1, 2013 9:38:50 AM PST
To: Carolyn Lay <cplay@sbcglobal.net>
Cc: Wendy Tinnel <wentinnet12@live.com>



Carolyn,

Our project is getting better defined. We now show 6.5 months of construction activity (not including preconstruction time). The total grant amount is now limited to \$800,000, with roughly \$625,000 allocated to actual construction value. The remainder, \$175,000, is earmarked for project administration (including labor compliance), engineering and the like.

Can you please check your previous not-to-exceed amount and let me know if a change is needed. We are submitted the application Feb 7, next thursday.

Sorry for the trouble, and thanks for the help,

Mark Jokerst
Project Manager
Camptonville Water System Improvement Project
mjokerst@me.com
(530) 288-9320

On Jan 24, 2013, at 8:29 AM, Carolyn Lay wrote:

Hi Mark,
I have attached an outline and proposal for your review. The Not to Exceed Value for labor compliance is on page 11.
Please don't hesitate to call me if you have any questions.



January 23, 2013

Mr. Mark Jokerst
Camptonville Water District

Mark,

Thank you for the opportunity to present you with an outline of labor compliance procedures along with our proposal for your potential water treatment upgrade project.

North Valley Labor Compliance Services (NVLCS) is currently working with many water districts, school districts, cities, counties and park districts that have Proposition 84 funding.

Here is a general outline that shows what our services encompass:

After NVLCS goes into an agreement with an Awarding Agency we prepare a Labor Compliance Manual for your entity to submit to the Department of Industrial Relations (DIR) for approval; each entity has to have its own approved program, per CA Labor Code.

Before construction begins, NVLCS ensures all bid invitations and contracts/agreements contain the appropriate language, State Labor Code requirements and Federal Labor Standards. We provide a handout to be distributed at the pre-bid conference to all prospective bidders so they know the requirements prior to bidding; this gives us an opportunity to introduce ourselves as the enforcing agency and to begin a pro-active relationship with prospective bidders.

Prior to awarding the contract NVLCS will verify the contractor's eligibility by verifying their contractor's license.

NVLCS conducts a Labor Compliance workshop with the contractor and subcontractors that are awarded the contract. This workshop is very informative of all the requirements in order to comply with Federal Regulations, California Labor Code and prevailing wage laws. This is a very interactive workshop and has proven to be very successful in the prevention of Labor Standard violations.

NVLCS provides phone and email contact information to contractors so they may contact us with any questions they may have.

Once construction begins, NVLCS reviews and monitors certified payroll to verify compliance; making sure workers are being paid in compliance with federal guidelines and that all other labor standards provisions are being observed i.e., job classifications and payroll deductions.



NVLCS also ensures that apprenticeship requirements are adhered to by confirming eligibility of an approved program that is registered with the Department of Labor and/or the State of California.

We maintain ongoing communication with the contractors concerning possible violations and discrepancies. We give the contractor every opportunity to correct and rectify a potential error. If it becomes necessary to conduct an audit of certified payroll, NVLCS would notify the specified parties as well as the awarding body of our intentions.

All parties would be notified of the outcome of an audit including potential penalties before a Request for Forfeiture is submitted to the Labor Commissioner and if applicable the DOL.

Onsite interviews are conducted on a regular basis in an effort to confirm certified payroll records and to maintain a working relationship with the contractors. Every effort is made to interview 10 percent of the workers in each job classification. In an effort to save time and money District staff will have the opportunity to conduct the onsite interviews and fax the filled out forms to NVLCS.

NVLCS reviews and approves each pay application that is presented to the Awarding Body for payment. If there are outstanding issues with a specific contractor/subcontractor, NVLCS will recommend the withholding of contract payments for that particular contractor/subcontractor.

We maintain current knowledge of prevailing wage laws by attending seminars sponsored by the Department of Industrial Relations, the Division of Apprenticeship Standards, the Foundation for Fair Contracting, the Department of Labor, California Department of Public Health, and others.

NVLCS strives to create a solid working relationship with the awarding body, contractors, subcontractors and all other parties involved with a positive and proactive approach to labor compliance.

Collection Review, and Monitoring of Certified Payroll

All contractors who work on-site shall maintain complete certified payroll records; these shall contain all the required information shown on the DIR “Public Works Payroll Reporting Form” or the DOL Form WH-347. Records shall be furnished to NVLCS as defined in the contract. By DOL standards a weekly submission is required. All payroll records are promptly reviewed for accuracy so that appropriate corrective action can be taken if necessary. NVLCS will check for completeness, and if accompanied by a Statement of Compliance, employee information, job classifications and wage rates. If discrepancies are found, we will notify the Prime Contractor with a “Ten Day Notice to Correct”. It will be the responsibility of the prime contractor to

forward the notice on to their subcontractor(s). We will contact the subcontractors directly upon request of the Prime Contractor. If falsification is suspected for Federal Projects, a Davis Bacon: 5.7 Labor Standards Enforcement Report will be filed. Pursuant to CCR §16432, we will conduct further confirmation of payroll records in order to corroborate reported prevailing wage payments; for each month in which a contractor reports having workers on the project. This is accomplished through worker interviews, examination of pay stubs, or any other reasonable method. Confirmation is also undertaken upon complaints from workers or other interested persons, or when other information suggests inaccuracy of the payroll records.

Audits and Investigations

An investigation and audit shall be prepared when NVLCS determines that a violation of the prevailing wage has occurred. The audit will include the amount of underpayment to the worker(s) and any penalties to be assessed under LC §1775 and §1813. Information as to actual hours worked, amounts paid and classifications of workers employed on the project will also be included in the audit. During our investigation in preparing our audit we will derive information from interviews with the workers, complaints from workers or other interested parties, time cards cancelled checks, trust fund forms, work schedules, evidences that reflect job assignment, review of daily superintendent reports, IOR reports, and any other additional documents that may be pertinent to the investigation.

Enforcement

NVLCS strives very hard to develop a good relationship with the contractors to provide assistance in complying with CA labor code. We will be available as needed by phone or email. We will be willing to meet on an individual basis with those contractors requiring additional training.

- A. **Delinquent or Inadequate Payroll** – Once it is determined that certified payroll is either delinquent or inadequate pursuant to CCR §16435, NVLCS will issue a “Ten Day Notice to Correct” to the affected contractor. We will follow up this notice with a phone call to offer any assistance if needed. If inaccuracies are not promptly corrected within one payroll period after such notice, CA Labor Code §1771.5 requires the withholding of contract payments only to the subcontractor whose payroll records are delinquent and/or inadequate. We will provide the contractor with immediate notice that contract payments are being withheld, identifying why the payroll is deemed delinquent and/or inadequate, specifying the amount being withheld, and his

rights under LC § 1742. Once corrected payrolls are produced, the withholdings will be released.

- B. **Failure to Pay Prevailing Wage** – Once it is determined that the prevailing wage has not been paid by a contractor, by review, monitoring and/or confirming certified payroll; an investigation will be conducted to determine if the underpayment was a willful violation. NVLCS will issue a “Ten Day Notice to Correct”, followed with a phone call to answer any questions that the contractor may have. If the contractor makes prompt restitution to the worker and can provide information to prove a “good faith mistake” as determined by LC §1775, NVLCS will not be required to request from the Labor Commissioner a determination for penalties to be assessed against the contractor. If the investigation provides evidence that a willful violation occurred, an audit will be prepared to include the amount of underpayment to the worker(s) and any penalties to be assessed under LC §1775 and LC §1813 and submitted to the Labor Commissioner for approval. A copy of the recommended forfeiture and the report shall be served on the contractor and subcontractor at the same time it is mailed to the Labor Commissioner. If a written complaint is received alleging the underpayment of prevailing wage by a contractor, NVLCS will notify the complaining party within 15 days that the case is being handled, and provide contact information of the person doing the investigating. We will also notify the contractor of the complaint within 15 days pursuant to LC § 1775. We will conduct an audit to determine accuracy of the complaint and follow the procedure as noted above. We will keep the complaining party apprised of the status of the investigation in an ongoing basis. NVLCS will file a Davis Bacon: 5.7 Labor Standards Enforcement Report for any violation over \$1,000.00 or violations deemed to be willful.
- C. **Failure to Comply With Apprenticeship Requirements** – NVLCS will issue a “10 Day Notice to Correct” once suspected violations are determined. An audit will be prepared to determine if the violation is a “knowing violation” under LC §1777.5. All suspected violations will be filed as a complaint to the Division of Apprenticeship Standards (DAS) under their guidelines as required by Labor Code. Federal Projects must use apprentices registered in a bona fide apprenticeship program registered with the U.S. Dept. of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency

recognized by the Bureau. Projects that have both state and federal funding must use apprentices approved registered in a bona fide apprenticeship program approved by the Division of Apprenticeship Standards. Verification will be obtained from the Virginia Department of Labor and Industry and/or the Division of Apprenticeship Standards. If apprentices are not registered as required, the contractor will be forced to pay the journeyman rate to the worker as to the job they are performing.

NVLCS will maintain a written summary of all labor compliance activities and relevant facts that pertain to this project for each contractor on the job.

Forfeitures

After our review of certified payroll records, if we discover that workers have been underpaid, an audit is prepared showing the total amount of underpayment, which also includes estimated penalties required pursuant to LC §§1775, 1776, and 1813. NVLCS will give the contractor the opportunity to explain why the violation was a “good faith mistake”. If the contractor fails to do so, NVLCS will prepare evidence of the violation in narrative form and submit this report to the Labor commissioner along with additional information as required by CCR §16437. NVLCS may recommend withholding of funds during the course of construction where the contractor has failed to comply with labor standards provisions within a thirty day period. CDBG projects with violations over \$1,000.00 will be referred to the DOL for further action.

Assisting the District to Prepare for a Hearing Before the DIR

It is our hope and goal that our preventative measures will preclude a case from going before the DIR to be heard. In the event that this does happen, NVLCS will assist your legal counsel by providing detailed documentation that will help validate the case; this work will be billed as Additional Services as outlined in Section 4. We will assist in any manner consistent with the Prevailing Wage Hearing Regulations set forth in CCR §§17201-17270.

Qualifications and Experience of Firm

- North Valley Labor Compliance Services was established in 2005 as a sole proprietorship. Carolyn Lay is the principal Labor Compliance Officer and owner of the company.
- North Valley Labor Compliance Services business address is: 1282 Stabler Lane, Suite 630-#197, Yuba City, CA 95993; phone 530-674-3033, Fax 530-674-3815, email cplay@sbcglobal.net.
- Laura Devany is the second Labor Compliance Officer that works as an independent contractor; phone 530-635-1575, email northvalleylcp@yahoo.com.

Carolyn and Laura have worked in Labor Compliance for state and federal projects for 9 years and have overseen millions of dollars worth of construction.

Labor Compliance Officers

Carolyn Lay would provide services for this project.

North Valley Labor Compliance Services also has several office personnel that are not involved in compliance or enforcements but are clerical support staff.

Laura Devany, Labor Compliance Officer

Experience: 6 years of experience with the Yuba City Unified Labor Compliance Program, 3 years experience with North Valley Labor Compliance Services.

LAURA DEVANY was introduced to Labor Compliance in 2003. She was instrumental in developing the Yuba City Unified School District Labor Compliance Program. This program became very well respected throughout the state. Laura became the LCP Coordinator for Yuba City Unified School District, where she oversaw millions of dollars of new construction and modernization of schools; she was subsequently involved in the expansion of the LCP Program to include contracts with several outside school and water districts for Labor Compliance services as a Third Party Administrator. The largest contract was with the Metropolitan Water District retrofit projects in Southern California with a construction value of over \$220 million dollars.



Laura has extensive experience with certified payroll verification, apprenticeship requirements, audit review, Request for Forfeiture and administering on-site interviews; as well as conducting labor compliance workshops, and individual consulting services. She has developed a solid understanding of California and Federal Labor Code as it applies to Public Works.

Laura attends Prevailing Wage conferences regularly, and takes advantage of any ongoing educational seminars that are available to stay current with changes that may occur in both State and Federal Labor Code.

In 2009, Laura left Yuba City Unified and joined forces with North Valley Labor Compliance Services (NVLCS). At NVLCS she has been involved primarily with Marysville Joint Unified School District and Elk Grove Unified School District monitoring new construction as well as modernization, as well as Nevada Irrigation District and Nevada County CDBG grant requirements. The recent changes in the economy have presented numerous challenges which have been handled effectively and efficiently.

Carolyn Lay – Senior Labor Compliance Officer

Experience: 2 years of experience with the Yuba City Unified Labor Compliance Program, 7 years experience as owner and Senior Labor Compliance Officer of North Valley Labor Compliance Services.

CAROLYN LAY was introduced to Labor Compliance in 2003 where she was employed by Yuba City Unified School District (YCUSD) as a Labor Compliance Specialist. She was instrumental in developing the Yuba City Unified School District Labor Compliance Program which became very well respected throughout the state. At YCUSD, Carolyn oversaw close to \$100 M worth of construction and was instrumental in the expansion of the LCP Program to include contracts with several outside school and water districts for Labor Compliance services as a Third Party Administrator.

In 2005, Carolyn left her position as Labor Compliance Specialist for YCUSD to start North Valley Labor Compliance Services. She has been very successful over the last seven years implementing her DIR approved program; overseeing over \$350 M of school construction in the last seven years. In addition, Carolyn was a consultant to YCUSD for the \$225 M Metropolitan Water District of Southern California. She works closely with the Awarding Bodies for the duration of the project; from design to completion.

Carolyn is very knowledgeable in Public Works contract review and compliance, and is well versed in prevailing wage laws. She has expansive experience in certified payroll verification,



apprenticeship requirements, audit review, administering on-site interviews, Request for Review, and overall labor code enforcement. In addition to running a successful LCP business, Carolyn became an instructor for the Department of Industrial Relations approved program that was taught statewide through Fresno City College. Carolyn has excellent working relations with contractors, unions and state agencies and is personable and reliable.

Recent Projects

- ***Nevada Irrigation District*** – We are currently finishing up working with Nevada Irrigation District located in Nevada County on the Cement Hill Water Supply Project. This project is approximately \$5,695,865 in construction value. It consists of installation of treated water lines, storage tanks and pump stations. This project started in October 2009 with an estimated completion date of June 2012. You may contact Doug Roderick, 1036 W. Main Street, Grass Valley, CA. Phone: (530) 271-6866; roderick@nidwater.com. ***There was also a CDBG Grant for this project that we were instrumental in obtaining; NVLCS worked very closely with the DHCD on this project.*** You may contact Kyle Thompson, Program Manager, Housing Division, County of Nevada, 950 Maidu Avenue, Nevada City, CA 95959, Phone: (530) 265-7256; kyle.thompson@co.nevada.ca.us or Jon Diedesch, DHCD, Community Development Block Grant Program, 1800 Third Street, Ste. 330, Sacramento, CA 95811, Phone: (916) 319-8402, jdiedesch@hcs.ca.gov.
- ***Northern California Reclamation Districts*** – We are currently working with multiple Northern California Reclamation Districts. The projects range from a construction value of \$1,500 to \$4M. They consist of but are not limited to levee repairs, erosion prevention, levee maintenance, emergency repairs, drainage pipe replacement, etc. You may contact Dante Nomellini, Jr. at 235 East Weber Avenue, Stockton, CA 95202; Phone No. (209) 465-5883, Jerry Hadley at P.O. Box 844, Stockton, CA 95201-0844; Phone No. (209) 946-0268 Ext. 106, or MBK Engineers, Tina Anderson at 1771 Tribute Road, Suite A, Sacramento, CA 95815-4401; Phone No. (916) 456-4100.
- ***Elk Grove Unified School District*** – We have completed working with Elk Grove Unified School District on both modernization and new construction projects. Over the last seven years the total construction value has exceeded \$250 million. The largest project was a High School/Middle School with a construction cost of over \$88 million dollars. This project involved ninety-seven (97) sub contractors. In addition we oversaw a \$14 million Elementary School, a \$55 million High School, and multiple modernization projects throughout the district. You may contact Lee Levealle, Senior Construction Manager for Elk Grove Unified School District, Planning & Facilities, 9510 Elk Grove-Florin Road, Elk Grove, CA 95624; Phone: (916) 686-7797 ext. 7330. LLeavell@egusd.net
- ***Marysville Joint Unified School District:*** NVLCS has worked with MJUSD for the last several years monitoring the construction of multiple new construction projects and several modernizations on 12 school sites with a construction value of \$90M You may



contact Denise DeVaughn, Senior Project Manager, at 530-749-6174 ext. 6131, 1919 B Street, Marysville, CA 95901.

NVLCS is also contracted with the City of Gridley, Live Oak Unified School District, Napa County Parks, Midway Heights County Water District, Los Rios Community College District, The City of Rio Dell, Solano County Parks and Tahoe Public Utility District for current projects.

Cost of Services

Schedule of Rates

Carolyn Lay Senior Labor Compliance Officer	\$75.00/hour
Laura Devany Labor Compliance Officer	\$75.00/hour
Clerical Staff	\$25.00/hour

Allowable Reimbursable Expenses

NVLCS will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Cost of travel to and from job sites will be billed at the current allowable IRS rate.
2. Cost of office supplies for project.
3. Cost of postage, UPS, Federal Express, and other deliveries
4. Cost of other items as required, with prior approval from owner.

With an estimated construction duration of 4-6 months with an estimated construction value of \$1.5M for the upgrade to your water treatment facility NVLCS proposes a NOT TO EXCEED Value of \$13,500.00 (Thirteen Thousand five hundred Dollars).

Additional Services would be at the request of the Owner; NVLCS would prepare for and serve as a witness in connection with any public or private HEARING or arbitration, mediation, disciplinary or enforcement action, or legal proceeding.



References

Marysville Joint Unified School District:

Denise DeVaughn, Senior Project Manager, at 530-749-6174 ext. 6131, 1919 B Street, Marysville, CA 95901.

Nevada Irrigation District:

Doug Roderick, 1036 W. Main Street, Grass Valley, CA. Phone: (530) 271-6866;
roderick@nidwater.com.

MBK Engineers, Tina Anderson at 1771 Tribute Road, Suite A, Sacramento, CA 95815-4401; Phone No. (916) 456-4100.

Tahoe Public Utility District:

Jon Leroy at P.O. Box 5249 Tahoe City, CA 96145 Phone No. 530-583-1475.

Elk Grove Unified School District:

Lee Leavelle at 9510 Elk Grove-Florin Road, Elk Grove, CA 95624 Phone No. 916-686-7797 ext. 7330.

EXHIBIT 3.1.1

From: "Fortner, Mark" <mfortner@geiconsultants.com>
Subject: RE: Evaluation Study
Date: January 22, 2013 8:40:57 AM PST
To: Mark Jokerst <mjokerst@me.com>
Cc: Richard & Shirley Dickard <rdickard@gotsky.com>, "Cornelius, Michael" <MCornelius@geiconsultants.com>, "Shatz, Richard" <RShatz@geiconsultants.com>

Mark,

I would estimate that we donated about \$12,000 to the CCSD improvement planning effort. Although we didn't get paid for this work it was a pleasure working with you and Dick to help with the evaluation and planning effort. I think you have a good project and it will go a long way in water supply, quality and reliability for the community.

Keep in mind the DWR water year forecasts to give CCSD a heads up on creek supply in the summer and how that relates to operations.

Keep in touch.....I'd like to hear about your progress as you move forward.

Thanks,

Mark

From: Mark Jokerst [mailto:mjokerst@me.com]
Sent: Friday, January 18, 2013 2:04 PM
To: Fortner, Mark
Cc: Richard & Shirley Dickard
Subject: Evaluation Study

Mark,

Greetings. Would it be possible to get a statement from GEI summarizing time *donated* to CCSD to write the Evaluation Study and draft the RFP, including yours' Michael & Richards time and anyone else who contributed time in your office. A letter or statement would be very helpful.

We need to document the "in-kind" portion of the project, and of course GEI Consultants had a large role in that effort,

We will need some values by the end of January, in order to fulfill a Feb 4 budget publishing deadline.

Thanks very much,

Mark Jokerst

CONFIDENTIALITY NOTICE The information in this transmittal (including attachments, if any) may be privileged and confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal, in any form, is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal.

EXHIBIT 3.1.2

Request for Proposals
For
Camptonville Water System Improvement Project
Camptonville Community Service District, California

PART I - GENERAL INFORMATION

A. Introduction

The Camptonville Community Services District is seeking Professional Engineering services to plan and prepare various documents in support of an ongoing grant application which will fund construction of the project.

This Request for Proposals (RFP) delineates tasks necessary for the development of Grant Application Documents, CEQA documents and Conceptual Design Documents required by the Camptonville Community Service District (CCSD) for the "Camptonville Water System Improvement Project".

Prospective parties shall have five years or more of experience in the work outlined in this document, and shall be experienced developing projects under very tight fiscal constraints as will be the case for this California DWR/DPH funded project.

B. Background

The Camptonville Community Services District (CCSD) is responsible for the oversight of the water system serving the community of Camptonville (water system # 5800924) , an unincorporated area consisting of roughly 700 dwellings, a public school, and three businesses. Camptonville is located in the Tahoe National Forest about 45 miles northeast of Marysville, 20 miles north of Grass Valley and just east of New Bullards Bar Reservoir in the eastern portion of Yuba County.

The primary source of water supply for the town is the perennial stream in Campbell Gulch. Water from the stream is diverted through a concrete check structure. The diversion structure conveys water to the treatment plant via a 6 inch pipe. The potable water system also includes two standby groundwater wells, one untapped groundwater well at the plant, a treatment plant with five slow-sand filters and a chlorinator, one 64,000-gallon storage tank, and the distribution system. The two stand-by wells are used for short periods that can produce up to 20,000 gallons a day (14 gpm). These wells are not used except in extreme emergencies due to high iron and manganese levels and reliability issues.

The most recent water source, treatment plant, and distribution system modifications were built in 1991. The treatment plant is operational but has treatment, storage and monitoring issues, and portions of the plant are in need of repair and replacement, most notably including sediment pre-filter tanks and roofing. The bolted steel panel storage tank has been inspected, maintained and recently renovated but may not meet current standards for clear well treatment, possibly including inadequate contact time and monitoring log equipment. The diversion structure on Campbell Gulch has suffered from high winter flows and over-growth and needs repairs to the gate structure, the access road and stream-side landing. The water distribution system has 72 connections, which includes a public school and three businesses. The project would include distribution system work including replacement valve and meters. Currently, measured flow at the user connections falls differs substantially from

measured plant outflows.

Camptonville's water system during critical, high fire hazard and late summer high water usage times is inadequate to meet the needs of the community. Water in Campbell Gulch decreases substantially in volume, typically in late summer, decreasing supplies. Drought cycles have occurred five times in the last 30 years causing severe shortages. The water source supply, treatment plant and storage tank do not meet the requirements of Title 22 maximum daily demand nor provide for wild-fire demands in the summer.

The Camptonville Community Service District is seeking grant funds to develop additional water sources, repair, update and bring the treatment plant into Department of Public Health compliance, add additional water storage capacity and upgrade portions of the distribution system. Grant sources may include an \$800,000.00 Proposition 84 IRWM (Integrated Regional Water Management) grant to be submitted by CABY on March 29, 2013, and a possible second source of funds from the California Department of Public Health, and a possible third source of funds from financing or other grant sources.

C. Goals and Selection

The work described under this RFP is intended to 1) Develop a conceptual design of all needed plant improvements, hereinafter referred to as the "30% Design" and 2) develop a written "Work Plan", "Budget" and "Schedule" for a portion of the needed improvements, not to exceed \$800,000.00 in total project costs, to be used in the CABY/DWR grant application documents.

Final design is not included in this RFP, however, it is intended that the selected Consultant and team will be the designated engineer(s) of record for final design.

The Consultant and/or consultant's team shall be experienced in well production analysis, land surveying, environmental permitting, cost estimating, engineering designs and specifications and construction administration for the type of work required under this contract. Interested offeror's will submit written proposals to CCSD as directed in Part III of this RFP.

D. Reference Documents

The following documents are available from CCSD upon request and shall be reviewed and referenced as part of consultant's proposal:

1. *Camptonville Water System Evaluation and Improvement Study* by GEI Consultants, December 2012
2. *Camptonville Community Services District 1990 Water Project* (Record Drawings dated Feb 1992) by Walters Engineering, Civil Engineering Consultants. *As-built plans of the current plant are not available.*
3. *Proposed Camptonville Waterworks* (Preliminary Engineering Report for Camptonville Community Services District) by Walters Engineering, dated November 1988.

4. *Proposal Solicitation Package, Integrated Regional Water Management Proposition 84 Round 2* by The California Water Resources Agency, dated November 2012.

PART II - SCOPE OF SERVICES

A. General

The consultants under this RFP shall obtain topographical information, resolve the existing facility right-of-way limits (only where improvements are forecast), prepare exhibits for real estate coordination if necessary, coordinate and facilitate well testing and water source development, coordinate and facilitate all required permits, prepare various grant and permit related documents and prepare complete construction documents for the project as described herein and in the *Camptonville Water System Improvement Study* by GEI Consultants, November 2012.

Upon notice of available grant funds, the project may eventually need to be divided into multiple construction phases, due to budgetary restrictions. Consultant acknowledges that such may occur and shall prepare documents that can readily be annotated with two or more phases of construction, should such be necessary.

B. Services

General. The term "Consultant" refers to the primary lead consultant and all sub-consultants. The lead consultant shall ensure that all sub-consultants understand the scope of their role up to the 30% submittal to avoid premature start of "final design" level work. Collection of design criteria and data elements will be the responsibility of the Consultant. As noted above, the scope of the services under the initial contract is limited. Work under the initial contract will be completed up to the 30% level only. Work described herein that is beyond the 30% level is provided for information only. Work beyond the 30% milestone would commence at an unknown date following the October 2013 grant award notifications.

Public Health Compliance Evaluation. Provide a comprehensive analysis of the water treatment and distribution system identifying all improvements needed to bring the system into compliance with local, state and federal requirements. The results of this investigation shall be presented with the 30% documents.

Water Source and Well Production Analysis. The Consultant shall prepare a field analysis evaluating all potential water sources needed to fulfill Title 22 requirements, including the existing check structure and existing well #1 (Fire Station Property @ 15410 Mill St.), with recommendations for rehabilitation if appropriate, and the proposed location of additional water sources, if necessary. Consultant shall work closely with CCSD staff to derive the most effective approach for analysis and recommendation. At Briefing Meeting No. 1 (see below), the Consultant shall discuss geologic and well investigations needed to begin assessment of the existing wells and/or determine new well sites. The Consultant shall summarize the geology and investigation requirements that were agreed to at the meeting in a letter to CCSD.

Upon approval by CCSD, the Consultant shall perform all work necessary to perform the geology and well investigations. The results of these investigations shall be presented in a Geology and Well Investigation Report (GWIR), submitted with the 30% documents.

Land Surveying. The Consultant will confirm all relevant property boundaries, elevations, locations, sizes and other information as needed for his use in the development of the designs. This survey will be used as the basis for facility design and land acquisition, as needed. The Consultant shall prepare a base topographic survey for work limits within the project. If aerial topography is utilized, the Consultant will be required to provide periodic transects for tie-ins and verification. Included within this work will be resolution of location of existing property and right-of-way locations and definition of the existing CCSD facilities as well as the location of pertinent structures within the system, as defined within the Improvement Study.

Geotechnical Engineering. The Consultant will provide a written preliminary geotechnical report in conformance with the California Building Code for all structures to be constructed.

Permitting. The Consultant shall define all required environmental, right-of-way, and regulatory permits, as specified, but not limited to, those itemized with the Improvement Study in order to facilitate planning and construction. The work shall be reported in the 30% submittal.

Environmental Permits (CEQA): It is anticipated that this project will only require a Negative Declaration, possibly mitigated. The County of Yuba will be the lead agency preparing the CEQA documents. The Consultant shall develop language for the "Project Description", and any technical analysis and/or needed mitigation plans for use by the lead agency in preparing the CEQA documents. The lead agency will not commence the CEQA process until the Consultant is confident the project description is complete, and the lead agency's CEQA process may extend beyond consultants completion of this project.

Cost Estimating. The consultant shall obtain cost estimates at each phase of the design with clearly itemized project costs including but not limited to cost categories for permitting, design, testing, construction, inspections, general conditions, overhead and profit, public works labor requirements, quality assurance, and close-out. The estimates should reflect an increasing degree of accuracy as the design process moves forward starting at feasibility level reaching Engineer's Estimate level prior to bidding. The 30% version of the cost estimate will be the basis of the grant application and must include appropriate, explicit contingencies for design, permitting and construction. All contingencies shall be explicit and shall not hidden in unit costs or quantity take-offs. The estimate shall include appropriate inflation allowances given the project timeline. CCSD will prepare the final grant submittal document using the 30% estimate, and CCSD will supply the "Direct Administration" budget values. The 30% Budget shall include a detailed estimate of engineering, testing and inspection fees as well as capital costs.

CABY/DWR Grant Related Information: The CABY/DWR grant, if awarded, will be

limited to \$800,000.00, including indirect expenses and design. Prior to the 30% milestone, the Consultant shall assist CCSD in preparation of grant application documents (Work Plan, Budget and Schedule) to be submitted to CABY in final form on February 4, 2013. Failure to meet this deadline will result in CCSD being dropped from the application. The 30% Design Documents will be prepared in a form suitable for the DWR Grant and will be included as an attachment to the application if time permits.

~~Should the CABY grant be awarded to CCSD, the consultant shall assist CCSD in the preparation of the following documents (required in fulfillment of DWR grant requirements): A Project Assessment and Evaluation Plan (PAEP); A Monitoring Plan (MP), a Quality Assurance Project Plan (QAPP), and a Storm Water Pollution Prevention Plan (SWPPP). The Consultant will provide all necessary technical input specific to the Camptonville facilities and project, in accordance with DWR standards. CCSD will be responsible for publishing the approved documents.—~~

California Department of Public Health Grant Related Information: An application has been filed, and CCSD's ranking is unknown at this time. It is hoped that a CDPH grant will fund the remainder of the project, that is fund the work beyond what *may* be covered by the CABY/DWR grant. Consultant's work in this conceptual phase shall be prepared in compliance with CDPH standards and expectations, as best known, to minimize re-work where possible. Consultant shall seek CDPH assistance in defining CDPH expectations during this project. It is expected that Consultant's 30% Design package would inform the application for a CDPH planning grant.

Construction Testing and Inspection Plan. The Consultant shall prepare a written document outlining 1) all Special Inspections required under the governing California Building Code, and 2) any additional Consultant recommended construction-phase testing and inspection/observation activities. This document will eventually be used by CCSD to prepare an RFP to procure an independent testing and inspection agency and shall clearly define the scope of all necessary tests and inspections.

Conceptual Design. The Consultant shall prepare conceptual plans and specifications illustrating the scope of the project in sufficient detail to enable the grant application to be written with a "ready-to-implement" level of detail. Final design will be considered part of the implementation. The conceptual design shall assess multiple alternatives and evaluate the capital, maintenance and operating costs of each alternative so that the least cost option is properly selected.

~~*Final Design.*—The Consultant shall prepare final designs, drawings, and technical specifications for all civil, mechanical, structural and electrical features associated with the project, using the design criteria developed over the course of this contract. All designs will comply with current Building Standards, OSHA requirements, and any specific requirements imposed by a prevailing jurisdiction which a CCSD facility may cross, influence or be influenced by. The design documents will include all mitigation measures identified in the environmental permitting process. The design process in described in Section C below. All drawings issued for permit and for construction shall be signed by a professional engineer or land surveyor registered in the State of~~

California:

~~*Design Review.* Consultant shall thoroughly review and coordinate the construction documents to minimize change orders during construction. Consultant shall cooperate with all reviewing agencies and revise the documents as required to comply with all statutory and regulatory requirements.~~

~~*Construction Administration.* While the CCSD Project Manager will be the primary contact for the contractor, the Consultant will provide normal construction administration services including shop drawing review, response to contractor questions, attend construction meetings when requested, provide required construction observation and/or inspections per the approved Quality Assurance Project Plan, and document design changes as they occur for jurisdictional review.~~

~~*Construction Closeout.* Consultant will prepare as-built drawings of the completed project and issue these to CCSD. As-built drawings shall include all aspects of the current facility that will remain in service. Consultant will prepare a designer's operations and maintenance manual for all new equipment and structures.~~

Meetings. Consultant and Consultant's team as necessary, will be required to attend "briefing meetings". The CCSD Project Manager will be available to attend "coordination meetings" at a place of mutual agreement not more than 2 hours travel time from Camptonville, as agreed, with 48 hours notice, as requested by the Consultant.

Reproductions. Consultant will provide electronic and printed documents at each phase of design as described in Section C below.

Direction. Consultant shall communicate with and work under the direction of the CCSD Project Manager. The CCSD Board of Directors has the ultimate authority of direction and significant decisions will be made in form of written board decisions. Consultant shall not make agreements regarding project scope without CCSD review and approval.

Deliverables. For the 30% phase, deliverables include:

- CABY/DWR Grant Work Plan, Budget & Schedule
- Public Health Compliance Evaluation & Report
- Geology and Well Investigation Report
- Preliminary Geotechnical Report
- Project Description and Recommended Mitigation Analysis (CEQA)
- Estimate of Cost (30%)
- Construction Testing and Inspection Plan
- Project Permitting Report
- 30% Design Drawings and Outline Specifications

C. Project Schedule

Briefing Meeting No. 1. The Consultant and Consultant's team as necessary will attend an initial kick-off meeting, to establish project communications, confirm milestone dates, and establish project direction. CCSD will chair the meeting.

CABY/DWR Grant Application Assistance: Provide written documents to the CCSD project manager. Final language is due in CABY's hands by February 4, 2013. Consultant shall work closely with the CCSD project manager to ensure application-ready language is completed in time for that deadline.

30% Conceptual Design. Provide: Completed project design criteria. Completed Geology and Well Investigation Report (GWIR) and Ground Water Monitoring Plan (GWMP). Completed analysis of all permitting needs. Completed analysis of all right of way issues and land needs. A comprehensive schematic-level design drawing package documenting proposed ground water source development and renovations, proposed plant repairs, additions and alterations, and proposed water storage structures. Outline specification sufficient to form a rational opinion of cost. An estimate of project cost. Consultant's written recommendations regarding overall project scope. Consultant shall submit two (2) printed copies and an electronic PDF format version of all documents to CCSD Project Manager two (2) business days before Briefing Meeting No. 2.

Briefing Meeting No. 2. Consultants will present their findings and recommendations to the CCSD Project Manager and Board. Following the meeting, CCSD will have three (3) business days to provide written direction to the Consultant regarding any unresolved issues and/or comments on the submitted work product.

It is essential for the Consultant to understand that the 30% Design will form the basis of possibly several grant applications. The work will be reviewed by CCSD and its appointed review panel. Consultant will revise the documents as needed and determined following Briefing Meeting No. 2 so these documents may be attached to the grant application as exhibits. Consultant will have three (3) business days to revise and publish final 30% documents for CCSD's use in the Grant Applications process.

Project Hold: Once the 30% documents are submitted, the Consultant shall stop work.

~~*60% Design Development.* This is not meant to be a major milestone, only a checkpoint to assure the Consultant and CCSD that project scope and estimated costs are remaining within the project parameters. Provide: Incorporated CCSD comments. Update the design criteria as needed. A completed geotechnical report. Develop the designs to the point necessary to completely define the scope and cost of the project but without full details needed to construct. Provide an updated cost estimate. Publish a draft *Construction Testing and Inspection Plan*. Consultant shall submit two (2) printed copies and an electronic PDF format version of all documents to CCSD Project Manager five (5) business days before Briefing Meeting No. 3.~~

~~*Briefing Meeting No. 3.* Consultants will present their findings and recommendations to the CCSD Project Manager and Board. Following the meeting, CCSD will have five (5) business days to provide written direction to the Consultant regarding any unresolved issues and/or comments on the submitted work product.~~

~~*100% Design for Review.* Complete all construction documents and permit applications and submit for review. Provide a complete *Construction Testing and Inspection Plan*. Provide final recommendations for DWR Grant related PAED, MP,~~

~~QAPP and SWPPP documents. Provide an updated cost estimate. Consultant shall also submit two (2) printed copies and an electronic PDF format version of all documents to CCSD Project Manager. CCSD will issue written comments within twenty (20) business days of receipt.~~

~~100% Design for Construction. Resolve all outstanding permit and CCSD comment issues. Revise the drawing and specifications as necessary to close all comments. Prepare the documents for public bid. Provide an updated cost estimate. These documents shall be complete and ready for construction with a minimum of change orders and amendments and shall be thoroughly reviewed by the Consultant. Consultant shall submit two (2) printed copies and an electronic PDF format version of all documents to CCSD Project Manager. CCSD will prepare printed versions for bidders.~~

~~Additional Deliverables: Following final permit approval, a CD ROM containing all electronic source files for drawings, specifications, calculations, analyses, et cetera. shall be transmitted to CCSD for project archives. These files shall be source files, not "print" versions, that is files that can be opened and edited using the requisite software.~~

~~The contractor shall be allowed the use of select source drawing files, subject to Consultant's limitations of use. A recommendation by the Consultant Design Team of drawings that may be made available in electronic medium to bidders shall be developed by the Consultant and drawing files shall be transmitted to CCSD prior to the start of bidding.~~

~~Construction. Consultant shall provide construction administration services.~~

PART III - SELECTION PROCESS AND CONSULTANTS PROPOSAL

A. Selection Process

Consultant shall review all referenced documents and shall send at least one representative to a facility tour and briefing. See Section C below for dates.

Consultant shall submit a written proposal to CCSD defining Consultant's interest in the project, the names of all sub-consultant's and firms participating in this project and the experience and qualifications of each. This proposal shall include Consultant's estimated fee's for the 30% project, itemized by Consultant. The proposal shall also include a sample of the Consultant's preferred agreement. This RFP shall become an exhibit of the final agreement.

A CCSD Board appointed panel will review the proposals, interview potential firms, select the successful engineering firm, and negotiate a final scope of work and agreement. Director Richard Dickard, Plant Manager Mike Hines and Project Manager Mark Jokerst comprise this committee.

B. Contacts

The Consultant shall designate a Project Manager for all activities under this delivery order who shall serve as the primary contact between the CCSD and the Consultant's

Design Team. All inquiries to CCSD pertaining to this RFP shall be directed as follows:

CCSD Water Project Manager, attn: Mark Jokerst
P.O. Box 163, Camptonville, CA 95922
mjokerst@me.com, 530-288-9320

CCSD Project Administrator, attn: Rita Ortega
Camptonville Community Partnership
P.O. Box 218, Camptonville, CA 95922
ccp@cville.k12.ca.us, 530-288-9355

C. Milestones

<u>Milestone</u>	<u>Date</u>
Consultant Agreement Completed	January 21, 2013
Briefing Meeting No. 1	T.B.D.
CABY/DWR Grant Application Documents	February 3, 2013
30% Schematic Design (Draft)	March 13, 2013
Briefing Meeting No. 2	March 15, 2013
CCSD Board Review	March 18, 2013
CCSD Comments Due	March 19, 2013
30% Schematic Design (Final)	March 25, 2013

EXHIBIT 3.1.3

Sauers Engineering, Inc.

Civil & Environmental Engineers

January 15, 2013

Mark Jokerst
CCSD Water Project Manager
P.O. Box 163
Camptonville, CA 95922

RE: **CAMPTONVILLE WATER SYSTEM
IMPROVEMENT PROJECT
ENGINEERING SERVICES**

Dear Mark:

Sauers Engineering, Inc. is pleased to provide the Camptonville Community Services District (CCSD) with this Proposal to provide professional engineering services to plan and prepare various documents in support of the water system improvement project. Sauers Engineering, Inc. has been providing water and wastewater engineering services to communities throughout the Sierra Nevada foothill region since 1984. We would be very pleased to provide our services to the Camptonville Community Services District .

This Proposal is responsive to your request, and contains the following elements:

- Our firm's Statement of Qualifications to perform the anticipated scope of water engineering services for the CCSD.
- Identification of in-house resources and of sub-consultants and their typical scopes of work.
- Resumes of each of the key team members in our organization. We have provided a description of our project team and the typical distribution of tasks amongst team members.
- A summary of Sauers Engineering's experience with projects similar to those anticipated in this contract. This includes past and present work with public and private sector clients that is similar in nature. Project types include water treatment, water tanks, pipeline design, and planning studies. A page of references is also provided.

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. Since purchasing the firm in 1998, Keith Knibb and Dean Marsh are now the principals at Sauers Engineering, Inc. Sauers Engineering, Inc. is organized as an S-Corporation, with Mr. Knibb and Mr. Marsh as owners. Each of the owners has been with the organization from 18 to 24 years, and intends to continue an engineering career in the community. Both owners are registered civil engineers with experience in many aspects of water and wastewater facility development. They are currently supported staff engineer Kirk Moberg, with EIT certification and experience in technical level engineering design. Our current staff has worked together as a team for approximately 15 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.

If you have additional questions following the review of this Proposal, please call our office. We look forward to working with the CCSD on this important and critical infrastructure project.

Sincerely,

Sauers Engineering, Inc.



Keith Knibb, P.E.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Our Firm

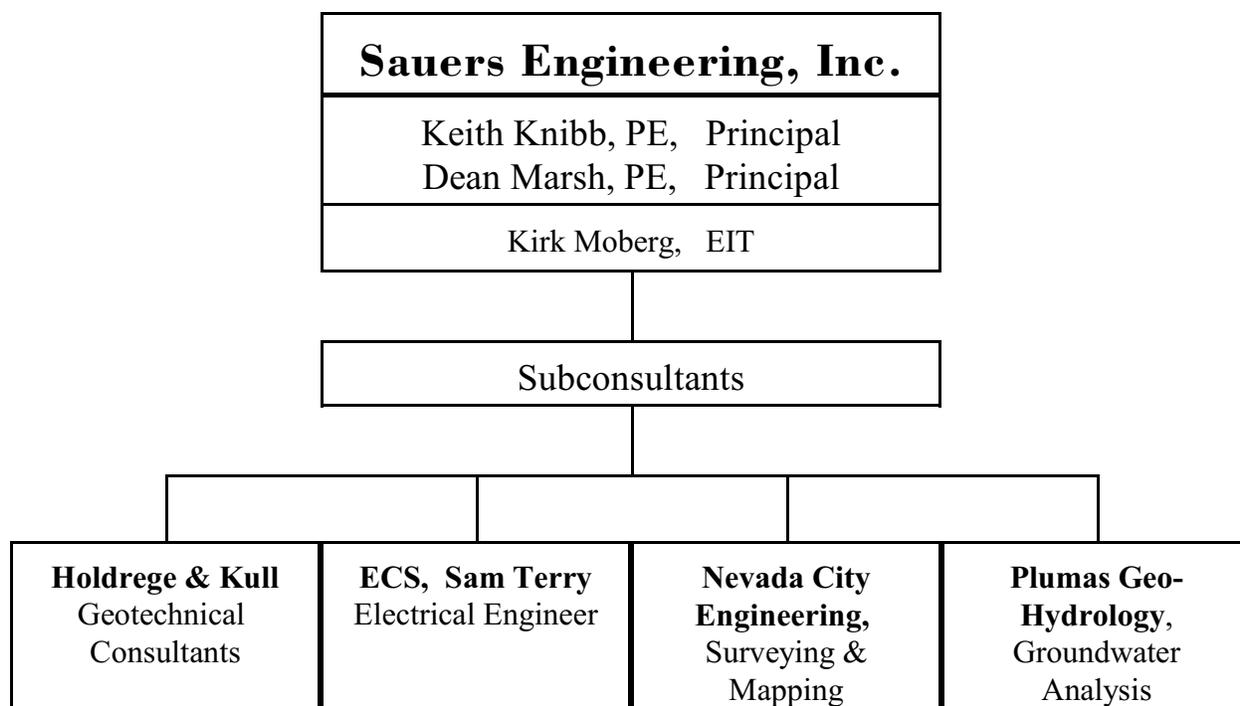
Sauers Engineering, Inc. is a consulting civil engineering firm specializing in the planning and design of water and wastewater infrastructure for small and medium sized systems. Sauers Engineering has been providing professional engineering services to private and public water and wastewater systems in the Sierra, foothill, and valley regions since 1984. We serve systems as small as a dozen customers and larger utilities with over 10,000 customers. Our design professionals are knowledgeable in the unique needs of the smaller 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:

- water treatment facilities
- wastewater treatment facilities
- pump stations
- gravity and pressure pipelines
- tanks and storage structures
- master plans for water and wastewater facilities
- construction management
- public financing
- environmental review and compliance

We provide on-going consulting engineering services to a number of public water and wastewater 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 while considering cost, quality, function, life span, and ease of operation and maintenance. We have a good working relationship with local and state regulatory and funding agencies. Our engineers stay abreast of new regulations and technology as these issues affect our clients.

In regions around Camptonville, we are currently working with Sierra County, the Community of Calpine, and the City of Portola on various water related issues. With Sierra County, we are working on water system improvements for the Sierra Brooks subdivision outside of Loyalton. In Calpine, we are assisting with an arsenic treatment pilot study to determine the best course of action for well head arsenic treatment. In the City of Portola, we assist the City with water system modeling and master planning. Sauers Engineering, Inc. also designed the membrane water treatment system for Alleghany County Water District back in the early 90's.

In addition, we recently worked with Auburn Woods Mobile Home Park to assist the owner with their problematic iron and manganese treatment system. Sauers Engineering, Inc. worked together with system operators and laboratory staff to evaluate potential solutions to bring the system into compliance. Both laboratory scale and field pilot scale experiments were conducted to evaluate the use of different media types, filtration rates, and oxidants. The ultimate solution required feeding chlorine directly to the well (to help address an iron bacteria problem) followed by potassium permanganate as a secondary oxidant prior to traditional greensand filters.



Sauers Engineering, Inc. Organizational Chart

Sauers Engineering typically enlists the above referenced subconsultants as needed to assist in with the completion of projects. We have worked with this team for many years and have an excellent working relationship with each of them. Holdrege & Kull is consulted for pre-design, design and construction geotechnical engineering expertise. They are very familiar with the geotechnical issues of concern in the Sierra foothill region, and our long term working relationship with them leads to efficient transfer of information.

Sam Terry at ECS Engineering, Inc. provides electrical engineering support for electrical controls, instrumentation and telemetry on our design and construction projects. We have worked with Sam and his office for 8 years. He is very adept at integrating his electrical engineering with all types of water and wastewater facilities.

Sauers Engineering, Inc. has had an ongoing relationship with Nevada City Engineering in which NCE provides surveying, rights-of-way, mapping, and planning services.

Burkhard Bohm of Plumas Geo-Hydro is a hydrogeologist located in Portola and is very familiar with the groundwater issues specific to the Sierra foothills.

While we have full confidence with these firms, if it is in the CCSD's best interest to work with a different sub-consultant on any particular project, we will be happy to do so.

Sauers Engineering, Inc.

Civil & Environmental Engineers

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 No. 21630

PROFESSIONAL AFFILIATIONS

- Member American Water Works Association
- Member California Rural Water Association
- Member Engineers Association of Nevada County

REPRESENTATIVE EXPERIENCE

Mr. Knibb has 20 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 provides engineering for several small systems including Fir Crags Homeowners Association, Washington County Water District, Siller Ranch, 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 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 Collection System Operation and Maintenance 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.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Dean D. Marsh, P.E.

Principal

EDUCATION

- M.S., Civil and 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 18 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 enjoys on-going consultant relationships with several public agency clients including City of Portola, Grizzly Lake Resort Improvement District, Alpine Meadows Property Owners Association, Sierra County Water District No.1 (Calpine), McKinney Water District 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 very 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, water system masterplanning, 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, design of gravity sewer pipelines, analysis and design of sewer lift stations and planning and design for wastewater treatment and disposal systems.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Kirk Moberg, EIT
Assistant Engineer

EDUCATION

- B.S., Major in Civil Engineering, Minor in Geology, California State University Sacramento, 1988

PROFESSIONAL AFFILIATIONS

- Director, Nevada County Engineers Association

REPRESENTATIVE EXPERIENCE

Mr. Moberg 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 13 years of civil engineering experience in design and construction management of 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.

His projects include: sewer system masterplans for the cities of Portola and Grass Valley; 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 three 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.

Company Summary

Legal Name: Holdrege & Kull - Consulting Engineers and Geologists
792 Searls Avenue, Nevada City, CA 95959

Contact Name: Mr. Tom Holdrege, PE, CEG, President, CEO
THoldrege@HandK.net, (530) 478-1305 x217, (530) 478-1019 fax

Description of Firm: A California Corporation, a Certified California Small Business Enterprise (#15895), General Services Administration (GSA) - Multiple Award Schedule (GS-10F-0086W) contract holder for Environmental Services (899-1 and 899-8), Registered with the Office of Emergency Services for Engineering and Environmental disaster response.

Firm Age: Founded in 1993 by Tom Holdrege - PE, CEG and Chuck Kull - PE, GE

Firm Capacity: Over 14,000 projects completed since 1993 and capacity to handle up to 200 projects simultaneously.

Thirty-five Professional Registrations and Certifications, including multiple cross-registrations:

- ▶ GE - Geotechnical Engineer - CA
- ▶ CEG - Certified Engineering Geologist - CA
- ▶ CE - Civil Engineer - CA, NV, AZ, OR, HI
- ▶ PG - Professional Geologist - CA
- ▶ CHG - Certified Hydrogeologist - CA
- ▶ CPSEC - Certified Professional in Sediment and Erosion Control - CA

Fifty-one Technical Certifications:

- ▶ American Concrete Institute (ACI)
- ▶ International Code Council (ICC) - Reinforced Concrete, Masonry, Structural Steel, Welding, Fireproofing
- ▶ American Welding Society (AWS)
- ▶ California Department of Transportation (Caltrans)

Technical Certifications continued:

- ▶ Occupational Safety & Health Administration (OSHA)
- ▶ American Society of Nondestructive Testing (ASNT)
- ▶ National Institute for Certification of Engineering Technicians (NICET)
- ▶ California Division of State Architect (DSA)
- ▶ Nuclear Moisture/Density Gauge

Five Laboratory Accreditations:

- ▶ California Division of State Architect (DSA)
- ▶ California Department of Transportation (Caltrans)
- ▶ American Association of State Highway and Transportation Materials (AASHTO)
- ▶ Cement and Concrete Reference Laboratory (CCRL)
- ▶ American Society for Testing and Materials (ASTM)

Firm Range of Services: Multi-discipline consulting engineering services:

- ▶ Materials Testing and Construction Quality Assurance
- ▶ Geotechnical Engineering
- ▶ Environmental Engineering
- ▶ Solid Waste Engineering
- ▶ Geology and Hydrogeology

Office Locations:

Nevada City Corporate Office
792 Searls Avenue, Nevada City, CA 95959
(530) 478-1305, (530) 478-1019 fax
Info@HandK.net, www.HoldregeandKull.com

- ▶ Truckee - (530) 587-5156, (530) 587-5196 fax, Truckee@HandK.net
- ▶ Yuba City - (530) 820-9234, (530) 820-9234 fax, YubaCity@HandK.net
- ▶ Chico - (530) 894-2487, (530) 894-2437 fax, Chico@HandK.net
- ▶ Jackson - (209) 736-2829, (209) 736-2829 fax, Jackson@HandK.net

ECS Engineering, Inc.

*Electrical & Control Systems Engineering
For Pump Stations & Treatment Facilities*

SAMUEL W. TERRY

SUMMARY:

Sam has twenty-eight years experience designing, planning, value engineering, modeling, documenting, operating, testing and trouble-shooting electrical, mechanical, instrumentation and control systems. Sam has spent the last fifteen years managing resources and people to meet project goals.

Sam's philosophy of problem solving can best be described as "Total Systems Engineering". When confronting a design problem, he feels the solution must not only address the technical issues, but should also take into account the economic issues, scheduling constraints, political environment and social ramifications. He has demonstrated a true talent for communicating with clients and vendors, evaluating real issues, generating workable alternatives and client orientated solutions, and then incorporating them into a final design. His approach to problem solving has been very successful in the consulting industry.

Sam is responsible for plan review on all projects and for design and project management of municipal, industrial and large institutional projects. An expert in the application of variable frequency drives and their associated control systems, he is also proficient in the use of numerous test instruments.

"Engineering Services provided by Sam will be engineered accurately, with Code, Cost and Construction, experience and knowledge."



EDUCATION:

Portland State University, System Science Graduate Certificate Program
College of Notre Dame, Belmont, CA, 1984, B.S.
University of Denver, System Management
University of Washington, Electrical Engineering
Navy Interior Communications Electrician School, Nuclear Power School & Prototype Training
Numerous Industry Seminars & Conferences

REGISTRATIONS:

Electrical Engineer, California # E14638
Electrical Engineer, Nevada # E11798
Electrical Engineer, Washington # 28401
Electrical Engineer, Oregon # 16714
Control System Engineer, California # CS7125

PROFESSIONAL AFFILIATIONS:

Member of Control Systems & Industry Applications Societies of I.E.E.E.

NEVADA CITY ENGINEERING, INC.

505 COYOTE STREET, SUITE B • P.O. BOX 1437
NEVADA CITY, CALIFORNIA 95959 • TELEPHONE (530) 265-6911 • FAX (530) 265-8058

Andrew R. Cassano

**Professional Land Surveyor & City and Regional Planner
Chief Executive Officer and Corporate Vice-President**



Since 1969, Andy has had extensive experience in all aspects of land surveying, city and regional planning, environmental planning for community development. He has hours of public hearing experience, representing both the private and public sectors. His surveying and planning experience has included all aspects of community development and infrastructure.

Educational Background

- AS Degree – Land Surveying – Sierra College, 1978
- Continuing education in Land Use and Surveying Law

Professional Qualification

- Professional Land Surveyor, State of California (L.S. 4370) March 1977
- City and Regional Planner

Work History

- Cranmer Engineering, Inc. (1969-1981)
- Independent Practice/Land Planner/Land Surveyor (1981-1997)
- City Planner (under contract) – City of Nevada City (1984-1997)
- Nevada City Engineering, Inc. (1998 - present)

Membership Affiliation

- American Planning Association
- Nevada County Association of Realtors
- Nevada County Contractors' Association
- Engineers Association of Nevada County
- Grass Valley – Nevada County Chamber of Commerce
- Nevada City Chamber of Commerce
- Nevada County Land Trust
- Economic Resource Council

Curriculum Vita

Burkhard Bohm, Ph.D., Geologist and Hydrologist

P.O. Box 1922, Portola, CA 96122 - phone (530) 836-2208

CERTIFICATIONS

California Certified Hydrogeologist, No. 337.

California Registered Geologist, No. 5619.

Wyoming Professional Geologist, No. PG-2347.

PROFESSIONAL EXPERIENCE

Ground water resource assessments, hydrologic basin yields, impacts of development on ground and surface water quality, contaminant migration and base flow analysis. Well drilling and well testing project management and data collection, data analysis and report preparation. Excellent communication and report writing skills.

Specific expertise:

- A. Fracture trace analysis and geochemical exploration applied to ground water and geothermal exploration.
- B. Environmental tracer techniques (isotope and chemical components of water) applied to hydrologic flow path and ground water recharge analysis; contaminant migration and base flow analysis.
- C. Geostatistical procedures, solute transport, and ground water flow models applied to ground water contamination and other hydrologic problems.
- D. Mineral-water equilibrium models applied to ground water flow path analysis, solute transport and scaling/corrosion problems.

PROJECTS AND CLIENTS

Select or complete lists of projects and clients are available upon request.

EMPLOYMENT

Since 1989: Principal, Plumas Geo-Hydrology. Land and Water Resources, Portola, California.

1985-1989: Waterwork Corporation. Hydrologists and Geologists, Escalon, California.

1982-1985: Gertsch, Juncal and Associates. Energy, Natural Resource and Environmental Consulting, Milford, California.

1982-1984: Desert Research Institute, Water Resources Center, Reno, Nevada.

1978-1982: William E. Nork Inc., Hydrogeologists, Reno, Nevada.

1976-1980: Desert Research Institute, Univ. of Nevada, Div. of Hydrologic Sciences, Reno, Nevada.

References available upon request.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Water Treatment Project Experience

Alpine Meadows Water System Improvements 2012

Owner: Alpine Meadows POA

*Status: Design Complete
Construction Spring 2013*

Design engineering for 150 gpm gravity contact clarification water treatment system to comply with Surface Water Treatment Rule. Project includes new building, new pumping systems, chemical feed, package filtration skids, 24" CT pipeline, remote tank telemetry and SCADA control.

Hat Creek Water Company Water Treatment Improvement Project

Owner: Hat Creek Water Company

*Status: Design Complete
Construction Summer 2012*

Design engineering for 120 gpm pressure contact clarification water treatment system to comply with Surface Water Treatment Rule. Project includes building expansion, new pumping systems, chemical feed, package filtration skids, 100,000 gallon D103 bolted steel tank, and SCADA control.

Franklin Elementary School Arsenic Treatment

*Owner: Elk Grove Unified School
District*

*Status: Design Complete 2010
Construction Completed 2011*

Engineering evaluation of alternatives and design of water treatment system to reduce arsenic and manganese in the groundwater system. Treatment system includes chemical feed of chlorine, potassium permanganate and pH adjustment, greensand filters, backwash recovery system and booster pumps, treatment building, piping, valves and appurtenances.

Alta Hill Water Tanks & Treatment Plant Modifications

Owner: City of Grass Valley

*Status: Design Completed 2008
Construction Completed 2010*

Design services for 2 AWWA D100 welded steel chlorine contact and clearwell storage tanks (1 million gallons each) including site work, underground piping, telemetry controls and interior and exterior coating systems. This project included modifications to the water treatment plant, pump systems and plant instrumentation and controls and working through SRF funding program.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Water Treatment Project Experience (Continued)

Camp Winthers Membrane Filtration

Owner: San Juan Unified School District
Status: Project Complete 2009

Design of 15,000 gpd membrane ultrafiltration system for summer camp. Project included evaluation of chlorine disinfection system, raw water pumping facilities, control and Operations Plan.

New Cosumnes River Elementary School Iron & Manganese Treatment

Owner: Elk Grove Unified School District
Status: Design complete 2008

Design of 50 gpm iron and manganese removal system for proposed new elementary school. System included greensand pressure filters, well design, hydropneumatic systems and gravity storage.

Frank Raines Regional OHV Park Water Treatment Plant Technical Report

Owner: Stanislaus County Parks & Recreation
Status: Report complete 2008

Produced technical report for evaluation of alternatives to bring existing water system into compliance with Surface Water Treatment Rule. Evaluated feasibility of slow sand filtration, membrane filtration, and contact clarification/ filtration as alternatives for regulatory compliance.

Alpine Meadows Water Treatment Plant Evaluation

Owner: Alpine Meadows Home Owners Assoc.
Status: Completed 2007

Evaluation of existing conventional surface water treatment facility to bring plant into compliance with current standards. Produced Preliminary Engineering Report in support of funding through USDA Rural Development. Recommended project includes installation of package type membrane microfiltration system.

Lake Davis Water Treatment Plant Peer Review

Owner: City of Portola / Plumas County FCD
Status: Construction 2007

Provided peer review and City design oversight for project beginning with Preliminary Engineering Report through final design for 2.0 mgd surface water treatment facility. Final project will include membrane microfiltration facility with GAC polishing filters for taste & odor control.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Water Treatment Project Experience (Continued)

Blunder Inn Ultrafiltration Water Treatment System

Owner: Blunder Inn
Status: Design Completed 2006

Design of 10 gpm water treatment system for well system under the influence of surface water. System includes packaged membrane ultrafiltration with chlorine contact basins.

Knights Ferry CSD Water Treatment Plant

Owner: Knights Ferry
Community Service
District
Status: Completed 2004

Design of 0.1 mgd conventional surface water treatment plant. Facility included flocculation basin, sed basin, pressure filters, CT storage, and automation as necessary for surface water treatment rule compliance.

Gold Rush Mobile Home Park Well Head Treatment

Owner: Gold Rush Mobile Home
Park
Status: Completed 2002

Design of 20 gpm bag filtration system for well under direct influence of surface water. Facility included CT storage, roughing filter and automation necessary for surface water treatment rule requirements.

Yosemite Lakes Water Treatment Plant

Owner: Thousand Trails /
NACO West
Status: Completed 2002

Design 60 gpm bag filtration facility to treat surface water for campground. Facility included CT storage, roughing filter and automation necessary for surface water treatment rule compliance.

Twain Harte Water Treatment Plant Modifications

Owner: Twain Harte Valley
Mutual Water Company
Status: Completed 2001

Provided design of improvements to existing 100 gpm surface water treatment facility. Included design of new sedimentation basin and retrofit of valves and piping for plant automation.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Water Tank Project Experience

Alpine Meadows Water System Improvements 2012

Owner: Alpine Meadows POA
Status: Design Complete 2012

Design engineering for 125,000 and 100,000 gallon AWWA D103 bolted steel water storage tanks. Project included site work, piping, valves and appurtenances and SCADA and telemetry system integrated into AMPOA's system.

Schaffer Mill Road Water Storage Tank

Owner: DMB Highlands Group
for Placer County
Water Agency
Status: Construction 2010

Engineering design of AWWA D100 welded steel 325,000 gallon water storage tank in Martis Camp development in Truckee. Project included site work, piping, valves and appurtenances and SCADA and telemetry system integrated into PCWA's system.

Alta Hill Water Tanks

Owner: City of Grass Valley
Status: Design Completed 2009
Construction 2010

Design engineering and assistance with funding applications and CEQA compliance for two AWWA D100 welded steel storage tanks (1 Million Gallons each) including site work, piping, valves and appurtenances, telemetry controls, and interior and exterior coating systems.

Cosumnes River Elementary School Addition

Owner: Elk Grove Unified School
District
Status: Construction 2010

Design services for a 600,000 gallon AWWA D100 welded steel storage tank including site work, underground piping, and interior and exterior coating systems, and telemetry.

New Cosumnes River Elementary School

Owner: Elk Grove Unified School
District
Status: Design Completed 2007

Design services for 1 AWWA D100 welded steel storage tank (500,000 gal) including site work, underground piping, and interior and exterior coating systems.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Water Tank Project Experience (Continued)

Siller Ranch Zones 2 & 3 Water Storage Tanks

Owner: Placer County Water Agency

Design services for 2 AWWA D100 welded steel storage tanks (325,000 gal and 600,000 gal) including site work, underground piping, and interior and exterior coating systems.

Status: Construction 2006

Red Mountain Tank

Owner: Truckee Donner Public Utility District

Design services for 1 AWWA D100 welded steel storage tanks (300,000 gal) including site work, underground piping, and interior and exterior coating systems. Services included environmental review in compliance with CEQA

Status: Completed 2004

Green Hill Estates

Owner: Margules Development Co.

Design services for 180,000 gallon bolted steel storage tank for fire protection system to serve planned development.

Status: Construction 2006

Donner Lake Water System Improvements

Owner: Truckee Donner Public Utility District

Preliminary design for 2 AWWA D100 welded steel storage tanks (0.5 MG and 1 MG) including grading/drainage plans.

Status: Construction Postponed

Crocker Mountain Water System Improvements

Owner: Grizzly Lake Resort Improvement District

Design, construction engineering and inspection services for a 200,000 gallon AWWA D103 bolted steel water storage tank with associated valves, piping and controls.

Status: Constructed 2005

Sauers Engineering, Inc.

Civil & Environmental Engineers

Pipeline Project Experience

Emerald Circle & Cascade Drive Pipeline Replacement

Owner: McKinney Water District

Status: Construction 2012

Design, permitting, and construction management for approximately 2300 lineal feet of 8", 6" and 4" water distribution mainline with associated services, valves and appurtenances.

Darkhorse Sewer Transmission Main

Owner: County of Nevada

Status: Construction 2010

Hydraulic calculations, modeling and design recommendations for a sewer transmission main consisting of 9400 ft of parallel 4 inch pressure sewer/forced main and 3000 ft of gravity hdpe transmission main. Design included detailed hydraulic evaluation of multiple flow scenarios including complex transitions from pressure to gravity flow, air/vacuum relief, and odor control.

Rodeo Flat Pipeline Project

Owner: Nevada Irrigation District

Status: Construction 2010

Survey and design engineering for approximately 6750 lineal feet of new water distribution pipeline with hydrants, valves and appurtenances for an extension of treated water service.

McKinney Water District Tank Pipeline

Owner: McKinney Water District

Status: Construction 2010

Design, permitting, and construction management related to approximately 1200 lineal feet of water distribution mainline to McKinney system tank with associated services, valves and appurtenances.

State Route 162 Crossing

Owner: Lake Oroville Area Public
Utility District

Status: Construction 2010

Design, permitting and construction engineering services for approximately 200 lineal feet of 21" gravity sewer pipeline crossing State Route 162 with interface with and encroachment permits from California Dept. of Transportation (CalTrans).

Sauers Engineering, Inc.

Civil & Environmental Engineers

Pipeline Project Experience (Continued)

Villa Verona Pipeline Replacement Project

Owner: Lake Oroville Area Public
Utility District

Status: Construction 2009-2011

Design engineering and related services for replacement of existing STEP/STEG sewer collection system with new gravity system allowing for the reduction of sewer lift stations saving in energy costs and reducing potential for sanitary sewer overflows

Stateline Sewer Replacement 2009 Phase 2

Owner: Lake Oroville Area Public
Utility District

Status: Constructed 2009

Design, permitting and construction engineering services related to construction of approximately 1150 lineal feet of gravity sewer pipeline with manholes, services and appurtenances.

Foothill Crossing and L-System Pipeline Improvements

Owner: Lake Oroville Area Public
Utility District

Status: Constructed 2008

Design, permitting and construction engineering related to construction of approximately 1000 lineal feet of 8" force main and approximately 500 feet of gravity sewer and appurtenances.

Cascade Drive Pipeline Replacement Project

Owner: McKinney Water District

Status: Constructed 2007

Design, permitting and construction engineering related to approximately 1100 lineal feet of water distribution pipeline replacement in the Tahoe Basin.

Stateline Sewer Replacement 2006

Owner: Lake Oroville Area Public
Utility District

Status: Constructed 2006

Funding assistance, design, contract management, and construction engineering services for construction of approximately 4,000 ft. 27 in. through 36 in. gravity sewer pipeline.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Pipeline Project Experience (Continued)

Tokay Park Water Company Water System Replacement Project

Owner: Tokay Park Water Company

Design, contract management, and construction engineering services for construction of approximately 9,200 ft. of water pipeline with replacement of approximately 175 services.

Status: Constructed 2005

Oak Knoll Bypass Sewer

Owner: Lake Oroville Area Public Utility District

Funding assistance, design, contract management, and construction engineering services for construction of approximately 5,000 ft. 27 in. gravity sewer pipeline and 1200 ft. of 8 in. force main pipeline.

Status: Completed 2005

Kelly Ridge Bypass Sewer

Owner: Lake Oroville Area Public Utility District

Funding assistance, design, contract management, and construction engineering services for construction of approximately 5,400 ft. of 10-12 in. gravity sewer pipeline and 1900 ft. of 8 in. force main pipeline.

Status: Completed 2005

Delleker 10" Pipeline

Owner: Grizzly Lake Resort Improvement District

Design services for construction of approximately 3,200 ft. of new 10" water main with associated appurtenances..

Status: Completed 2003

South Nevada County Mutual Water Company

Owner: South Nevada County Mutual Water Company

Design, bidding and construction management services for construction of approximately 14 miles of raw water distribution pipeline with approximately 140 services.

Status: Design Completed 2002

Sauers Engineering, Inc.

Civil & Environmental Engineers

Planning Study Experience

Lake Oroville Area Public Utility District Cost of Services Study

Client: Lake Oroville Area Public Utility District
Status: Completed 2011

Preparation of a Cost of Services Study for sewer collection and conveyance district evaluating infrastructure, replacement needs and cost estimates, and operations and maintenance costs.

Sierra Brooks Assessment District Engineering Report

Client: County of Sierra
Status: Current Project 2012

Preparation of an Engineering Report in support of Assessment District creation for water system improvements for the community of Sierra Brooks in Sierra County.

Sewer Capacity Study - Loma Rica Ranch

Client: Carville Sierra, Inc.
Status: Completed 2010

In response to a request from the City of Grass Valley, prepared an evaluation of project impacts to the City's sewer system including determination of flow generation, modeling of the City's sewer collection system, and evaluation of treatment plant impacts.

Lake Oroville Area Public Utility District Sphere of Influence Update

Client: Lake Oroville Area Public Utility District.
Status: Completed 2010

Preparation of a Sphere of Influence Update for sewer collection and conveyance facilities for the Lake Oroville Area PUD.

Lake Oroville Area Public Utility District Sewer Masterplan Updates

Client: Lake Oroville Area Public Utility District
Status: Completed 2010

Sewer System Master Plan update for LOAPUD assessing current facilities, system modeling, projections of wastewater flows, development of capital improvement programs, and the establishment of facilities fees.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Recent Planning Study Experience (Continued)

Sewer Capacity Study - Empire Hills Business Park and Empire Heights

Client: Chrisetta Company

Status: Completed 2008

In response to a request from the City of Grass Valley, prepared an evaluation of project impacts to the City's sewer system including determination of flow generation, modeling of the City's sewer collection system, and evaluation of treatment plant impacts.

Sewer Capacity Study - Sierra Joint Community College Nevada County Campus

Client: Sierra Joint Community College

Status: Completed 2008

In response to a request from the City of Grass Valley, prepared an evaluation of project impacts to the City's sewer system including determination of flow generation, modeling of the City's sewer collection system, and evaluation of treatment plant impacts.

Martis Camp Sewer Masterplan

Client: DMB/Highlands Group

Status: Completed 2007

Preparation of sewer facilities plan for proposed 650 unit subdivision near Truckee, CA.

City of Portola Water & Sewer Masterplan Updates

Client: City of Portola

Status: Completed 2006

Water and Sewer System Master Plans for the City of Portola assessing current facilities, system modeling, projections of water and wastewater flows, development of capital improvement programs, and the establishment of facilities fees.

Grass Valley Sewer System I & I Study

Client: City of Grass Valley

Status: Completed 2006

Conducted inflow and infiltration analysis for City collection system. Conducted flow monitoring during dry weather and wet weather periods. Correlated peak flow periods with rain events. Created computerized model of collection system.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Recent Planning Study Experience (Continued)

Grass Valley Sewer System Master Plan Update

Client: City of Grass Valley

Status: Completed 2006

Sewer System Master Plan for the City of Grass Valley including an evaluation of the City's existing wastewater collection and treatment facilities, collection system modeling, projections of wastewater flow. Recommendations and cost estimates will be provided for needed improvements.

City of Grass Valley Capital Improvement Program Update

Client: City of Grass Valley

Status: Completed 2005

Assisting the City of Grass Valley with update of sewer CIP. Established standard formats for CIP cost estimates and project descriptions. Updated project cost estimates for City projects.

City of Grass Valley Sanitary Sewer Overflow Prevention and Response Plan and Collection System Operation and Maintenance Plan

Client: City of Grass Valley

Status: Completed 2004

Prepared Sanitary Sewer Overflow Prevention and Response Plan and Collection System Operation and Maintenance Plan in accordance with requirements from Regional Water Quality Control Board.

Feasibility Study for the Transfer of Grass Valley's Treated Water System to Nevada Irrigation District

Client: (Joint) City of Grass Valley & Nevada Irrigation District

Status: Completed 2004

Analysis of the feasibility of transferring the City of Grass Valley's Treated Water System to Nevada Irrigation District. Includes an infrastructure evaluation and a fiscal analysis of the Grass Valley system, including the development of a hydraulic model. Report provides global picture of the state of Grass Valley system and the all potential impacts of the proposed transfer.

Sauers Engineering, Inc.

Civil & Environmental Engineers

Planning Study Experience (Continued)

Siller Ranch Water System Pre-design Study

Client: DMB/Highlands Group

Status: Completed 2003

Infrastructure planning and predesign report submitted to Placer County Water Agency for proposed 600 unit mixed use planned development south of Truckee. Included computer assisted water system modeling and predesign services for pump stations and water storage facilities.

LAFCo Municipal Service Review for Western Nevada County Water

Client: Nevada County LAFCo

Status: Completed 2003

Prepared Nevada County LAFCo's municipal Services Review for western county water services in conformance with recently adopted state regulations. Provided County policy makers with comprehensive planning document for orderly growth and expansion of water service.

City of Portola Water and Sewer System Master Plans

Client: City of Portola

Status: Completed 2002

Water and Sewer System Master Plans for the City of Portola assessing current facilities, system modeling, projections of water and wastewater flows, development of capital improvement programs, and the establishment of facilities fees.

Sierra Brooks Water System Evaluation

Client: Sierra County

Status: Completed 2001

Evaluation of existing water system including source, storage, pumping, and distribution facilities. Included recommendations for improvements and cost estimates to meet current and projected demands.

Lake Oroville Area Public Utility District Sewer System Master Plan

*Client: Lake Oroville Area Public
Utility District*

Status: Completed 2000

Sewer System Master Plan for Lake Oroville Area Public Utility District including an evaluation of the District's existing wastewater collection facilities, collection system modeling, projections of wastewater flow, recommended improvements to meet future demands and developed cost estimates.

Sauers Engineering, Inc.

Civil & Environmental Engineers

REFERENCE LIST

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

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

Ron Nelson, General Manager
Nevada Irrigation District
P.O. Box 1019
Grass Valley, CA 95945
Tel. (530) 273-6185

Vicki Ramsey, R.E.H.S.
Placer County Environmental Health Services
11454 B Avenue
Auburn, CA 95603
Tel. (530) 889-7351

Grizzly Lake Resort Improvement District
119 Delleker Road
Portola, CA 96122
Tel. (530) 832-5225

Eugene Reade, REHS State of California DHS
Drinking Water Field Operations Branch
8455 Jackson Road, Suite 120
Sacramento, CA 95826
Tel. (916) 229-3150

Jason Hansford, Project Manager
DMB / Highlands Group LLC
11253 Brockway Rd., Ste. 201
Truckee, CA 96161
Tel. (530) 550-2990

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

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

Tim Kiser, City Engineer
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945
Tel. (530) 274-4351

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

David Keller, Executive Director
Plumas County Community Development &
Housing Authority
P.O. Box 319
Quincy, CA 95971
Tel. (530) 283-2466 ext. 15

Neil Kaufman, Water System Engineer
Truckee Donner Public Utility District
P.O. Box 309
Truckee, CA 96160-0309
Tel. (530) 582-3927

**Camptonville Community Services District
Water System Improvement Project
Consultant's Estimated Fees for 30% Project**

**Sauers Engineering, Inc.
Tuesday, January 15, 2013**

	Senior Engineer	Assistant Engineer	Subconsultants \$	Extension	Running Total
ACTIVITY	120	90			
1 CABY/DWR					
Work Plan	24			2880	2880
Budget	16			1920	4800
Schedule	8			960	\$5,760.00
2 Public Health Compliance Evaluation Report					
Source Capacity Analysis	16			1920	1920
Treatment Evaluation	16			1920	3840
Storage Capacity Analysis	8			960	4800
Distribution system evaluation	8			960	\$5,760.00
3 Geology and Well Investigation Report					
Plumas Geo-Hydrology					
Geology Investigation			1300	1300	1300
Well Investigation/Pump Test			2400	2400	3700
Water Quality & Isotope Hydrology			400	400	4100
Data Analysis & Reporting			1480	1480	5580
Project Management	8		1900	2860	\$8,440.00
4 Geotechnical Report					
Holdrege and Kull					
Investigation & Report for tank site and filter building	8		5600	6560	\$6,560.00
5 CEQA Project Description & Mitigation Analysis					
Prepare project description	8			960	\$960.00
Additional environmental studies (Biologist, Archeologist?)			TBD	?	?
6 Estimate of Cost (see line item under Task 1)				0	0
7 Construction Testing & Inspection Plan	8			960	\$960.00
8 Project Permitting Report	8			960	\$960.00
9 30% Design Drawings and Outline Specifications					
Process flow diagram	12			1440	1440
Preliminary Tank Drawings	2	16		1680	3120
Outline specifications	1	4		480	\$3,600.00
10 Project Administration	24			2880	\$2,880.00
	175	20	13080		
Total =	\$21,000.00	1800	\$13,080.00	\$35,880.00	\$35,880.00

Client Initials	Consultant Initials
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Agreement Between Client and Consultant

Agreement entered into at _____ Project No. _____
made this _____ day of _____ 20____, by and between
Client _____ *Consultant* _____
Name: _____ Name: Sauers Engineering, Inc.
Address: _____ Address: 440 A Lower Grass Valley Road, Suite A
Nevada City, CA 95959
Phone: _____ Phone: (530) 265-8021
Fax: _____ Fax: (530) 265-6834

Client And Consultant Agree As Follows

Client intends to:

hereinafter called "project".

A. Consultant agrees to perform the following scope of services:

B. Client agrees to compensate consultant for such services as follows:

C. This Agreement is subject to provisions 1 through 42 contained herein, and the terms and conditions contained in initialed exhibits attached herewith and made apart hereof. (List exhibits below.)

Client Initials	Consultant Initials
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Provisions of Agreement

Client and consultant agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
2. This agreement shall not be assigned by either client or consultant without the prior written consent of the other.
3. This agreement contains the entire agreement between client and consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and consultant.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. Consultant shall only act as an advisor in all governmental relations.
8. All original papers, documents, drawings, and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement shall remain the property of consultant and may be used by consultant without the consent of client. Upon request and payment of the costs involved, client is entitled to a copy of all papers, documents and drawings provided client's account is paid current.
9. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as the client is not in default pursuant to the terms and conditions of this agreement and client has performed all obligations under this agreement. Client further acknowledges that consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.
10. Client and consultant agree to cooperate with each other in every way on the project.
11. Upon request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.
12. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of client and may be used by client only for the project described on the face hereof. Such final plans, drawings or other work product may not be

changed nor used on a different project without the written authorization or approval by consultant. If consultant's work product exists in electronic or computerized format, the signature shall be original and may not be a computer-generated copy, photocopy, or facsimile of the original.

14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by consultant be suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by client as extra services.

15. If the scope of services to be provided by consultant pursuant to the terms of this agreement include the preparation of grading plans but exclude construction staking services, client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Appendix, Chapter 33 or local grading ordinances and client will be required to retain such services from another consultant or pay consultant pursuant to this agreement for such services as extra work in accordance with Provision 26.

16. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if client files a voluntary petition seeking relief under the United States Bankruptcy Code or is there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed with fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

17. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

18. If payment for consultant's services is to be made on behalf of client by a third-party lender, client agrees that consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

19. If client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of consultant under this agreement are suspended or terminated. In such event, client shall promptly pay consultant for all fees, charges, and services provided by consultant.

Client Initials	Consultant Initials
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20. All fees and other charges will be billed monthly and shall be due at time of billing unless otherwise specified in this agreement.

21. Client agrees that the periodic billings from consultant to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.

22. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1 ½ %) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

23. If consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by client as extra services.

24. In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.

25. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work.

26. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than consultant, the cost of restaking shall be paid for by client as extra services.

27. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions.

If the scope of services pursuant to this agreement does not include construction staking services by consultant for this project, or if subsequent to this agreement client retains other persons or entities to provide such staking services; or if the scope of services pursuant to this agreement does not include on-site construction review, construction management, observation of construction of engineering structures, or other construction services for this project, or if subsequent to this agreement client retains other persons or entities to provide such construction services, then client acknowledges that such services will be performed by others and that client will defend, indemnify, and hold consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of consultant.

28. Client shall pay the costs of plan checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, and title company charges not specifically covered by the terms of this agreement.

29. Consultant is not responsible for delay caused by activities or

factors beyond consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove of consultant's services or work product promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond consultant's reasonable control occur, client agrees consultant is not responsible for damages nor shall consultant be deemed to be in default of this agreement.

30. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The client agrees that it is the responsibility of the client to maintain in good standing all government approvals and permits and to apply for any extensions thereof.

31. Consultant makes no representation concerning the estimated quantities and probable cost made in connection with maps, plans, specifications, reports or drawings other than that all such cost are estimates only and actual costs will vary. It is the responsibility of client to verify costs.

32. Client acknowledges that consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

33. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.

34. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by consultant pursuant to this agreement, which changes are not consented to in writing by consultant, client acknowledges that the changes and their effects are not the responsibility of consultant and client agrees to release consultant from all liability arising from the use of such changes and further agrees to defend, indemnify, and hold harmless consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages, or costs arising from the changes and their effects.

35. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.

36. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, client agrees to notify consultant and engage consultant to prepare the necessary clarifications, adjustments, modifications or other changes to consultant's services or work product before construction activities commence or further activity proceeds. Further, client agrees to have a provision in its construction contracts for the project which requires the contractor to notify client of any changed field or other conditions so that client may in turn notify consultant pursuant to the provisions of this paragraph.

37. Client agrees to limit the liability of consultant, its principals, employees and their subconsultants, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract of strict liability, to the sum of \$50,000 or consultant's fee,

Client Initials	Consultant Initials
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whichever is greater. Client and consultant acknowledge that this provision was expressly negotiated and agreed upon.

38. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name consultant as an additional insured as their interest may appear.

39. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

40. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try, or remove such litigation to any other county or judicial district.

41. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the client and the consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties.

The client and the consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and homeowner associations and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators

so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

42. (a) Notwithstanding any other provision of this agreement and except for the provisions of (b) and (c), if a dispute arises regarding consultant's fees pursuant to this contract, and if the fee dispute cannot be settled pursuant to Provision 46, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

In accordance with California Code of Regulations Section 463.5, the Client is hereby notified that Keith S. Knibb of Sauers Engineering, Inc. is licensed by the California Board for Professional Engineers and Land Surveyors.

IN WITNESS WHEREOF, the parties hereby execute this agreement dated _____ upon the terms and conditions stated above.

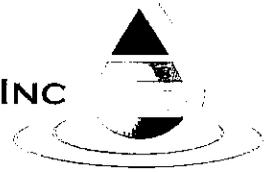
Client	Consultant	Sauers Engineering , Inc.

By	By	_____
Name/Title	Name/Title	
Date Signed	Date Signed	
Project No.	Project No.	

EXHIBIT 3.1.4

January 17, 2013

PETERSON . BRUSTAD . INC
ENGINEERING . CONSULTING



Mr. Mark Jokerst
CCSD Water Project Manager
Camptonville Community Services District
P.O. Box 163
Camptonville, CA 95922

Subject: Proposal for Camptonville Water System Improvement Project

Dear Mr. Jokerst,

We are pleased to submit to you our proposal for consultant services for the Camptonville Water System Improvement Project. **We are excited about utilizing our mountain counties experience and familiarity with slow sand filters to better support the District on this project.**

We are confident that we have the qualifications, expertise, experience, dedication, and responsiveness to do this project for the District. We have provided support for similar projects for several mountain county agencies; Georgetown Divide Public Utility District, Calaveras County Water District, El Dorado Irrigation District, Calaveras Public Utility District, Placer County Water Agency, and Amador Water Agency . We recently provided preliminary design for a **slow sand filter for PCWA's Applegate WTP**. Our project team has provided design services for over **40 water treatment plant projects**, over **30 water storage tank projects** and over **60 water main projects**. We pride ourselves on client service and encourage you to contact our references to confirm this.

We have specialized staff dedicated to supporting water related projects. PBI is specialized in the water industry; all we do is water related projects. Our staff of 14 employees focused on water related projects will ensure the Districts gets the needed resources with the right background.

As a *distinguishing factor* of our team, we have experience working with the District. We have teamed with GEI who will be supporting the Water Source and Well Production Analysis Task. GEI has recently developed the Camptonville Water System Evaluation and Improvement Study. We will work with GEI to help capture much of the prior effort, minimizing costs to the District while expediting deliverables. ***Our familiarity with the District will assist us in meeting the proposed schedule.***

If you have any questions or desire any additional information, please do not hesitate to contact me at (916) 608-2212 ext. 113.

Sincerely,

Peterson, Brustad, Inc.


Karl Brustad, PE, MBA
Principal

1180 Iron Point Rd, Suite 260, Folsom, CA 95630
916-608 -2212 Fax: 916-608-2232
www.pbiengineering.com



PROJECT TEAM

Peterson Brustad Inc. (PBI) was founded in September 2005 to provide engineering consulting services to the water industry. With offices in Folsom and Stockton, California, we develop innovative and cost-effective solutions for our clients' water resources, drinking water, wastewater and recycled water projects. Our principals have more than 60 years of combined experience in the water industry, and are actively involved in project delivery. They ensure our clients receive expert attention, high quality products, and outstanding client service. Please note that the work for this project will be performed in our Folsom office. The Folsom office includes 13 full time and part time employees.

Peterson Brustad Inc. is a small specialized firm with extensive credentials. PBI has been providing design support services for several mountain county water systems similar to Camptonville: Calaveras County Water District, Georgetown Divide Public Utility District, Placer County Water Agency, El Dorado Irrigation District, Amador Water Agency, and Calaveras Public Utility District. To date we have successfully completed several significant design and construction management projects including: Turlock Irrigation District Regional Surface Water Supply Project (\$250M), California American Water's Well Rehabilitation Program (\$4M annually), Auburn WTP (\$30M), Jenny Lind WTP Expansion (\$4.5M), Bowman WTP Solids Handling Improvements (\$4M), and Alta/Bowman Storage Tanks (\$2M). In addition, PBI has assessed the well site condition, both above and below ground, at over 115 well sites in the Sacramento area. Our principals left large engineering firms with the goal of returning their focus to the clients. We are successfully building our company resume but have extensive individual resumes to support our abilities.



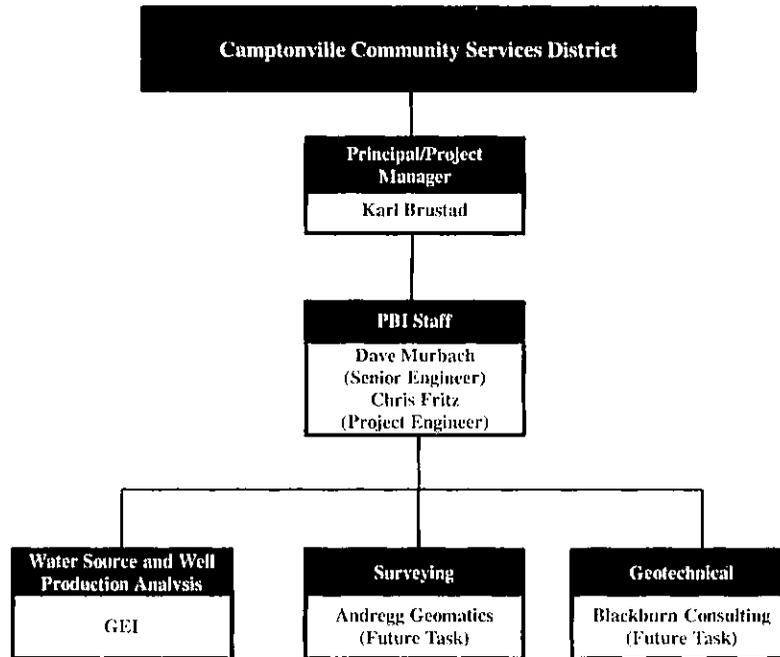
PBI's founding principals are actively involved in our projects and are dedicated to delivering valuable solutions for our clients.

Our team is being led by Karl Brustad, an experienced, highly qualified project manager that is committed to your project. Karl has a background that is specialized in the design and management of water facilities. Karl's entire professional career has been centered around water; including over five years working for a water utility. It's this experience that allowed Karl to manage design consultants and learn first-hand the dos and don'ts of consulting. Karl is not only a professional engineer; he has supplemented his engineering background with a master's in business and administration and is a licensed Grade IV water treatment plant operator. Karl has designed and managed over 25 water storage tank projects and over 20 water treatment improvement projects varying in size and scope. Karl has managed the design and construction of over 100 well site related projects including both new construction and rehabilitation. He established and managed the well rehabilitation program for California American Water for over four years.

PBI has assembled a team that has the knowledge, experience and dedication to provide Camptonville Community Services District with the utmost confidence in our ability to provide the desired engineering, design and construction services. Figure 1 displays our organizational chart identifying the key people and their roles in this project.



Figure 1 – Project Team Organizational Chart



GEI has considerable, recent experience investigating, siting and rehabilitating groundwater supply wells. Mr. Richard Shatz, a California Certified Hydrogeologist with over 30 years of experience will lead the project team to investigate the wells.

Within the last five years, GEI's team of hydrogeologists, has:

- Prepared winning grant applications, performed investigations, studies and constructed wells under Propositions 13, 50, and 84 for seven clients
- Evaluated geologic, well and pump conditions and prepared plans and specifications, provided construction inspection services at 52 wells
- Designed, prepared plans and specifications, and provided construction inspection and testing for construction of 7 new municipal wells

This work has been performed for Butte Water District, California American Water Company, Fair Oaks Water District, San Juan Water District, Sacramento County Water Agency, City of Tracy, City of Paso Robles, and Sutter Extension Water District.

The table below summarizes the qualifications and project experience of PBI's proposed team for this project. Detailed resumes can be provided if requested by the District. The qualifications highlighted below distinguish our team as the best team for CCSD's Water System Improvements Project.



Table 1 – Relevant Experience of Key Staff

Key Staff	Summary Qualifications
<div data-bbox="191 325 349 556" data-label="Image"> </div> <p data-bbox="365 346 592 451"><u>Project Role</u> Principal/Project Manager</p> <p data-bbox="191 556 673 777">Karl Brustad, PE, MBA (Principal) Over 25 Water Storage Tanks Over 20 Water Treatment Improvement Projects Over 100 Groundwater Supply Well Projects</p> <p data-bbox="191 819 592 955">Registration Professional Engineer, CA CA Grade IV Water Treatment Operator</p> <p data-bbox="191 997 649 1113">Education M.B.A. CSU, Sacramento B.S. Civil Engineering, CSU Chico</p>	<p data-bbox="706 325 966 357">Technical Specialty</p> <ul data-bbox="706 367 1323 556" style="list-style-type: none"> • Water/wastewater infrastructure design and operation • Water treatment planning and design • Construction management • Well Design and Rehabilitation <p data-bbox="706 598 950 630">Project Highlights</p> <ul data-bbox="706 640 1445 1921" style="list-style-type: none"> • Applegate WTP slow sand filter preliminary design- PCWA • Backyard Main and Meter Retrofit – City of Sacramento • Electric Street 5MG Tank and Transmission Main – PCWA • Buckhorn WTP Solids Handling Improvements – Amador Water Agency • Well Rehabilitation Program Management – 115 wells – Cal Am • Jenny Lind WTP Expansion – CCWD • GDPUD ALT WTP Feasibility Study • GDPUD Greenwood WTP Design Review • Bowman WTP Residuals Handling Improvements – PCWA • Cook Riolo 3MG partially buried Tank– Cal Am • Regional Surface Water Supply Project – Turlock Irrigation District (TID) –program manager for \$250M regional surface water supply project that included 30 mgd WTP, four tanks and pump stations, and over 17 miles of transmission mains • Walerga 2.5 MG Tank – Cal Am • Bowman and Alta 100,000 gallon Storage Tanks – PCWA • Roseville Road 3 MG Tank & Booster Pump Station – Cal Am • Mather 3 MG Tank & Booster Pump Station – Cal Am • Elverta Tank BODR and preliminary design – Cal Am • East Reservoir #2 3MG Tank Rehabilitation – City of Folsom • Burns Drive 3MG Concrete Tank – City of Yuba City • Bowman 12MG WTP Solids Handling Improvements



Key Staff	Summary Qualifications
<p>Karl Brustad, PE - Continued</p>	<ul style="list-style-type: none"> – PCWA – provided design for solids removal at Bowman WTP • Zone 3 WTPs Discharge Elimination Project – PCWA • Channel Hill Pipeline – PCWA – provided design and construction support for water main • Plan Checking – PCWA – provided technical and compliance review for over 40 development and capital improvement projects • Historic District Main Replacement – City of Folsom – provided design and construction management for 1.5 miles of water and sewer main replacements • North Stockton Pipeline Design and CM- City of Stockton • Eldridge-Madrone Pipeline Design – Sonoma County Water Agency • Montara Pipeline Replacement Program-Cal-Am • South Stockton Aqueduct – City of Stockton • Mather 3MG Tank and Booster Pump Station CM – Cal-Am • Roseville Road 3MG Tank and Booster Pump Station – Cal-Am • Paseo Drive 1.7 MG Tank and Booster Pump Station – Cal-Am • Stockton East WTP Effluent Pump Station Improvements 50 MGD to 70 MGD – Stockton East Water District • Highway 26 Transmission Line Extension – CCWD • Channel Hill Pipeline Improvements – PCWA • Loomis Basin Pipeline – PCWA • Colfax Twin Tanks Drain Line Improvements – PCWA • Yuba City WTP High Lift Pump Station – Yuba City • Garden Highway Tank and Pump Station Improvements – Yuba City • ASR Well- Value Engineering Report – City of Roseville • Auburn 8MGD WTP – PCWA • Water Master Plans – City of Stockton, Cal Am (7), Calaveras County Water District (3), Calaveras Public Utility District • Sewer Master Plans – City of Stockton, Calaveras County Water District (3)



Key Staff



Project Role
Senior Engineer II

Dave Murbach, PE (Senior Engineer II)

Registration

Professional Engineer, CA

Education

B.S. Chemical Engineering, Univ. of CA, Davis

Summary Qualifications

Technical Specialty

- *Water infrastructure planning and design*
- *Chemical feed system design*
- *Water Treatment planning and design*

Relevant Qualifications

- *Backyard Main and Meter Retrofit – City of Sacramento*
- *Electric Street 5MG Tank and Transmission Main – PCWA*
- *Bowman 12MG WTP Solids Handling Improvements – PCWA – provided design for solids removal at Bowman WTP*
- *Bryte Bend WTP Expansion – City of West Sacramento – Lead project engineer for design and construction of WTP expansion from 20 to 40 MGD*
- *Yuba City WTP Expansion – City of Yuba City – Lead project engineer for design and construction of WTP expansion from 24 to 40 MGD*
- *Northeast 30 MGD Surface Water Treatment Plant - City of Fresno – Project Manager for design and construction of new WTP*
- *Rancho Murietta WTP Expansion – Rancho Murieta Community Services District - Provided design of improvements to expand water treatment plant from 3.5 mgd to 7.0 mgd*
- *Sacramento Airport Water System Improvement Design and Construction Support – Sacramento County –included 2 prestressed concrete tanks*
- *Larkfield Arsenic Water Treatment Plant Expansion Construction Management – Cal Am*
- *Walnut Grove Arsenic Water Treatment Plant Design and Construction Management – Cal Am*
- *Isleton Arsenic Water Treatment Plant Design and Construction Management – Cal Am*
- *Auburn Lake Trails Feasibility Study - GDPUD*
- *Yucaipa Valley Regional Water Filtration Facility – Yucaipa Valley Water District*
- *Hunters Reservoir WTP Improvements (including Trident filters) – CCWD*
- *CA DPH Operations Plans for 4 different Trident filter WTPs – CCWD*
- *Regional Surface Water Supply Project – TID*



Key Staff		Summary Qualifications
 <p>Chris Fritz, PE (Project Engineer II)</p> <p>Registration Professional Engineer, CA</p> <p>Education B.S. Civil Engineering, CSU Chico</p>	<p><u>Project Role</u> <i>Project Engineer II</i></p>	<p><u>Relevant Qualifications</u></p> <ul style="list-style-type: none"> • <i>Backyard Main and Meter Retrofit – City of Sacramento</i> • <i>Electric Street 5MGTank and Transmission Main – PCWA</i> • <i>Hydropneumatic Tank Assessment – Cal-Am</i> • <i>Cook Riolo 3 MG partially buried Tank– Cal Am</i> • <i>Walerga 2.5 MG Tank – Cal Am</i> • <i>Elverta Tank BODR – Cal Am</i> • <i>Plan Checking – PCWA</i> • <i>Bowman 12 MGD WTP Solids Handling Improvements – PCWA</i> • <i>Jenny Lind WTP Expansion – Calaveras County Water District</i> • <i>South Stockton Aqueduct – COS – design and construction support for over 5 miles of 42” main</i>
Subconsultant		
<p><u>Project Role</u> <i>Groundwater Evaluation</i></p> <p>Richard Shatz, PG,CEG, CHG</p> <p>Registration Professional Geologist, CA</p> <p>Education M.S. Geology, CSU, Los Angeles B.S. Geology, CSU, Los Angeles</p> <p>Certification Certified Engineering Geologist, CA Certified Hydrogeologist, CA</p>	<p><u>Project Role</u> <i>Groundwater Evaluation</i></p>	<p><u>Technical Specialty</u></p> <ul style="list-style-type: none"> • <i>Planning permitting, siting, construction and testing of large capacity municipal and agricultural wells.</i> <p><u>Relevant Qualifications</u></p> <ul style="list-style-type: none"> • <i>Well Rehabilitation - Cal Am, Monterey, CA</i> • <i>Well Rehabilitations, City of Tracy, CA.</i> • <i>Well Rehabilitation Assessments – Cal Am, Sacramento, CA</i> • <i>Well Investigations and Rehabilitation - Cal Am, Sacramento, CA.</i> • <i>Wellfield Optimization Project - Modesto and Oakdale Irrigation Districts, Modesto, CA</i> • <i>Sutter Extension Water District Conjunctive Use Program - Sutter Extension Water District, Sutter County, CA</i> • <i>Butte Water District Conjunctive Use Program - Butte Water District, Butte and Sutter County, CA</i> • <i>Heather and Town Wells - Fair Oaks Water District</i> • <i>Water Supply Assessment - City of Plymouth</i> • <i>Engineering Services Faught Road Well – Cal Am</i> • <i>Groundwater Source Supply Evaluation - Marine Corps Logistics Base, Barstow, CA</i> • <i>Well Assessment, Duarte System - Cal Am, Duarte</i>



PROJECT TASKS

Scope of Work

Our detailed scope of work is presented below to achieve the goals of this project. Our scope includes two hardcopies and one electronic PDF copy of each of the draft and final deliverables described below.

Task 1 – Project Management

This task includes conducting a project team kick-off meeting between CCSD staff and PBI's project team, maintaining a project design schedule, maintaining regular communication with CCSD representatives, providing CCSD with monthly progress reports, management of our subconsultant, and QA/QC of all deliverables.

This task includes PBI's attendance at Briefing No. 1, which will serve as a kick-off meeting for the project to establish project communications, confirm the project schedule and milestone dates, and confirm the project's purpose and direction. Investigations needed for the assessment of existing wells and/or determination of new well sites will also be discussed.

In addition, this task includes PBI's attendance at Briefing No. 2 where PBI will present the findings from the draft 30% Conceptual Design deliverables to the CCSD Project Manager and Board.

PBI will maintain regular communication with CSSD by holding weekly conference calls to discuss the project's status.

Task 2 – CABY/DWR Grant Related Information

PBI will prepare a Work Plan, Budget, Schedule, and Technical Justification as part of CCSD's grant application to CABY. PBI realizes that the grant amount is limited to \$800,000 and these documents must be submitted to CABY before February 4, 2013. PBI will work closely with CSSD to ensure the application is completed in time for this deadline.

The Work Plan, Budget, and Schedule will be developed in accordance with DWR's Proposal Solicitation Package dated November 2012. PBI will support the District's application by providing Attachments 3 (Work Plan), 4 (Budget), 5 (Schedule), and 7 (Technical Justification of Projects).

Assumptions: Attachment 3 (Work Plan) – Introduction section to be developed by CABY. PBI to provide Proposed Work.

Task 3 – Public Health Compliance Evaluation

PBI will provide a comprehensive analysis of the existing groundwater and surface water treatment facility and the associated distribution system to identify all necessary improvements



to bring the CCSD system into compliance with California Department of Public Health requirements.

Assumptions: PBI will perform site visit to assess system on same day as kick-off meeting. PBI will utilize available reports to supplement analysis.

Task 4 – Water Source and Well Production Analysis

The purpose of this task is to assess whether the CCSD's existing wells (Mills Street #1, Mills Street #2 and Barnes #3) and the Campbell Gulch surface water supply can provide sufficient production capacity based on the 2008 revised Public Works Standards to meet the MDD without the highest yielding source (Campbell Gulch) and whether the wells produce water that meets Title 22 water quality standards or require treatment. In 2008, the Public Works Standards were revised and included more stringent testing requirements and the percent of the tested flow rates that CDPH allows towards establishing the source capacity and meeting the MDD. We understand that the Campbell Gulch diversion check structure has storm damage that will need to be repaired. We understand that the three wells may have a total production capacity of 59 gpm. However, both the Mills Street wells currently are only able to produce about 14 gpm. This may be due to plugging of the fractures contributing water to the wells or due to failure of the pumps and motors. Limited water quality from the wells also shows that they may exceed the MCL for manganese and may require treatment. Both of these issues must be resolved to identify the amount of work needed to bring the CCSD system into compliance with CDPH standards.

There is conflicting data regarding water quality in the area. Mills Street #1 produces water that meets Title 22 water quality standards for iron and manganese while Mills Street #2 well water quality appears to exceed the MCL for manganese and has elevated levels of iron. Because of the proximity of the two wells it is possible the detection of the elevated levels of iron and manganese are due to inadequate purging of the water from the well prior to collecting water quality samples. No water quality results are available for the Barnes well. We will collect water quality samples from each well by pumping the wells for a period of about 2 to 3 hours (to remove at least three well volumes) to adequately purge the water from the wells. During pumping of the wells we will also measure the flow rates and the pumping water levels and compare the results to pump curves (if available from the manufacturers) to assess the whether the pump and motors are performing correctly or need to be replaced.

We will perform a source water capacity evaluation of the existing wells to assess the capacity of the existing wells based in comparison to the relatively new standards based on existing information and previous testing. Based on the results of the source capacity study, we will assess the hydrogeologic conditions of the area to identify the geologic units that provide water to the wells and identify the location and extent of the most favorable water bearing unit. Based on this review we will recommend whether the existing wells can meet the MDD source capacity



by themselves or whether an additional well is needed. We will provide recommendations to CCSD whether to explore acquiring an existing well or construction of a new well and potential locations for the well.

Deliverables: A Geology and Well Investigation Report documenting the conditions of the wells, pumps, and motors, and water quality including recommendations whether the wells should be rehabilitated, pumps and motors should be replaced, whether treatment is needed and whether additional sources are needed.

Assumptions: Pumps are present in each well and CCSD personnel will operate the pumps at our direction to allow the wells to be tested and purged prior to collecting water quality samples. The flow rates will be determined by use of a 5 gallon bucket and stop watch. We will collect the water quality samples and have them analyzed for manganese and iron. The purge water can be allowed to discharge directly to ground surface and that no NPDES discharge permit is required.

Task 5 – Land Surveying

PBI will confirm relevant property boundaries, elevations, locations, sizes and other information needed for the development of the preliminary design documents for modifications at the water treatment plant site, including a new clearwell, utilizing available design drawings and available parcel boundaries from either Yuba County’s GIS or Google Maps. Land survey work related to the final design, property acquisition, and right-of-way for new well sites will be deferred until the final design phase of the project.

Assumptions: Land surveying effort will be deferred to the final design phase.

Task 6 – Geotechnical Engineering

PBI will utilize available studies to support the conceptual 30% design and any additional studies will be deferred until final design.

Assumptions: Utilize geotechnical studies from original construction to support conceptual design. Geotechnical studies if necessary will be performed in the final design phase.

Task 7 – Permitting

PBI will define all required environmental, right-of-way, and regulatory permits required for the project to facilitate planning and construction.

Task 8 – Environmental Permits (CEQA)

PBI will prepare a Project Description and provide technical assistance for the County of Yuba’s use in preparation of the CEQA documents. Any mitigation requirements identified by the County of Yuba will be incorporated into the design documents.

Assumptions: Yuba County will prepare the CEQA documentation for the project.



Task 9 – Cost Estimating

PBI will prepare a 30% cost estimate for CCSD's use in the final grant submittal. This cost estimate will address permitting, engineering, construction, testing and inspection during construction, CSSD administration costs and project close-out costs.

Task 10 – California Department of Public Health Coordination

PBI will coordinate the preparation of the 30% Conceptual Design documents with CDPH so that the documents can be used by CSSD in an application for a CDPH planning grant.

Task 11 – Construction Testing and Inspection Plan

This task is not required to complete either the grant application or the conceptual 30% design and will be deferred until final design. The estimated costs for testing and inspection during construction will be based on PBI's extensive construction experience.

Task 12 – Conceptual Design

PBI will prepare conceptual plans and specifications illustrating the scope of the project in sufficient detail to enable the grant application to be written with a "ready-to-implement" level of detail. The conceptual design will assess multiple alternatives and evaluate the capital, maintenance, and operating costs of each alternative so that the lowest life cycle cost option can be selected.

Assumptions: Conceptual 30% design plans and specifications will be prepared per DWR's Proposed Solicitation Package, Attachment 4. Plans will consist of civil site plans showing the new water storage tank and structural/mechanical plans for the water treatment plant modifications. Specifications will consist of a rough listing of specifications required for the project. A bid schedule will be prepared to define the well rehabilitation work.

**Estimated Work Effort and Cost
Camptonville Community Service District Water System Improvement Project**

<i>Task No.</i>	<i>Task Description</i>	<i>Principal / Project Manager</i>	<i>Senior Engineer 2</i>	<i>Project Engineer 1</i>	<i>Technician 2</i>	<i>Administrative 3</i>	<i>PBI Labor</i>	<i>Total PBI Labor (\$)</i>	<i>GEI</i>	<i>PBI Expenses (\$)</i>	<i>Total Cost (\$)</i>
1	Project Management	16	0	0	0	4	20	\$3,640	\$965	\$364	\$4,969
2	CABY/DWR Grant Related Information	2	6	10	0	2	20	\$2,940		\$294	\$3,234
3	Public Health Compliance Evaluation	4	2	4	0	2	12	\$1,860		\$186	\$2,046
4	Water Source & Well Production Analysis	2	0	0	0	0	2	\$420	\$9,306	\$42	\$9,768
5	Land Surveying	0	0	0	0	0	0	\$0		\$0	\$0
6	Geotechnical Engineering	0	0	0	0	0	0	\$0		\$0	\$0
7	Permitting	2	0	2	0	0	4	\$680		\$68	\$748
8	Environmental Permits (CEQA)	2	0	4	0	0	6	\$940		\$94	\$1,034
9	Cost Estimating	2	4	6	0	0	12	\$1,920		\$192	\$2,112
10	CA Dept.of Public Health Coordination	4	2	0	0	0	6	\$1,200		\$120	\$1,320
11	Construction Testing & Inspection Plan	2	0	2	0	0	4	\$680		\$68	\$748
12	Conceptual Design	4	20	40	25	6	95	\$12,185	\$2,602	\$1,219	\$16,006
	COLUMN TOTALS	40	34	68	25	14	181	\$26,465	\$12,873	\$2,647	\$41,985

TOTAL COST \$41,985

EXHIBIT 3.1.5

Scale 1-10, 10 is Good

Task	Consultant	
	Sauers	PBI
Project Funding Assistance & Experience	8	9
Familiarity with CDPH & CDWR project management	-	-
Experience with Slow Sand Filter Technology	5	4
CEQA experience, knowledge & lead agency support capabilities	9 10	6
Able to assist CCSD/CCP with funder "paperwork" demands?	9	7
Tank Design and Construction	9	5
Plant Controls	5	3 4
Low Energy Applications	-	-
Small Rural Plant Experience	8	4 5
Cost Estimating	-	-
	53	38
	40%	

Members Present

Dick Dickard, Chair
Mark Jokest, Proj. Mgr.
Mike Hines, Plant Operator

Sauers Engineering selected by consensus, Both firms were equal in qualifications, Sauers excelled in Experience, particularly with small rural systems.

PBI Interview

17 Jan 13

Introductions
Schedule
Availability
Fears & Expectations
Our Budget & "CASH" split
Presentation
Questions

Karl avail
all day

DWR experience } Admin support too?
DPH experience }
Slow Sand experience
Small Rural Experience
PROJECT Funding Options
CEQA experience
CEQA/NEPA experience
Proposal Review
Plant Energy

Savers Interview

1-16-13

Introductions

Schedule for the Week
Available for Negotiation
Fears & Expectations

The "30%" versus "CABY"

- expectations for 30%
- splitting up the CABY/DWR work

Need Permit
to Abandon
Well #3

PRESENTATION

QUESTIONS & DISCUSSION

Source Capacity

Backflow prevention not a compliance issue

→ Tank never flooded SRF

SRF → AARA funded

Ebay mud → who

Forgive the SRF for DAC: 50% loan forgiveness

1 1/2% of mhouse income
not real

Dick: mhi = \$37,000 = DAC

USDA Rural Development / Rural Utility Service

Alpine Meadows 45% Grant 55% Loan

Security ← USDA → User Rates, Bonds, or No Bonds

USDA → not strictly based on compliance
more liberal criteria

40 year term (SRF = 20-30 years)
CEQA + NEPA

Water Supply Permit → Makes Yuba County
Responsible Permit,
which means they will
review the CEQA

Savers.

Funding - financing
experience w/ DWR & CDPH
YCWA → construction experience

CEQA Process

over the shoulder Ray Brown

Understand Scope

- 1) 30%
- 2) only/DWR

→ How good is this

Schedule Adequate? (6-30% Package)

How get a handle on MOD?

Who prepare estimates

If we get funded by DPH...

Define 30%

Budget Expectations

How pin-down CEQA Mitigations (High level of Confidence)

Assist estimating admin time wrt Grants

- Wells/Source
-

$$\pi r^2 =$$

$$\begin{aligned} &= 300,000 \\ &= 40,104 \text{ sf} \\ &= 2506 \text{ sf} \times 16' \\ &= r = 28.2' \\ &= 56 \text{ ft diam.} \end{aligned}$$

$$\begin{aligned} &250,000 \\ &= 33420 \text{ ft}^3 \\ &= 2089 \text{ sf} \times 16' \\ &= 51.5' \phi \times 16' \end{aligned}$$

State Cal → $\frac{1}{2}$ gpm/10

Surface Water → 1.0

SEEMS LIGHT WRT

BUDGET

30% DRAWINGS

PROPERTY LINE VS TANK

10 gpm per Cell
7 Cells = 70 gpm

SEEMS HIGH
GEO TECHNICAL, BUT...

Camptonville Community Services District
Water System Improvement Project
Consultant's Estimated Fees for 30% Project

Sauers Engineering, Inc.
Tuesday, January 15, 2013

ACTIVITY	Senior Engineer	Assistant Engineer	Subconsultants \$	Extension	Running Total
1 CABY/DWR	120	90			
Work Plan	24			2880	2880
Budget	16			1920	4800
Schedule	8			960	\$5,760.00
2 Public Health Compliance Evaluation Report					
Source Capacity Analysis	16			1920	1920
Treatment Evaluation	16			1920	3840
Storage Capacity Analysis	8			960	4800
Distribution system evaluation	8			960	\$5,760.00
3 Geology and Well Investigation Report					
Plumas Geo-Hydrology					
Geology Investigation			1300	1300	1300
Well Investigation/Pump Test			2400	2400	3700
Water Quality & Isotope Hydrology			400	400	4100
Data Analysis & Reporting			1480	1480	5580
Project Management	8		1900	2860	\$8,440.00
4 Geotechnical Report					
Holdrege and Kull					
Investigation & Report for tank site and filter building	8		5600	6560	\$6,560.00
5 CEQA Project Description & Mitigation Analysis					
Prepare project description	8			960	\$960.00
Additional environmental studies (Biologist, Archeologist?)			TBD	?	?
6 Estimate of Cost (see line item under Task 1)					
7 Construction Testing & Inspection Plan	8			960	\$960.00
8 Project Permitting Report	8			960	\$960.00
9 30% Design Drawings and Outline Specifications					
Process flow diagram	12			1440	1440
Preliminary Tank Drawings	2	16		1680	3120
Outline specifications	1	4		480	\$3,600.00
10 Project Administration	24			2880	\$2,880.00
Total =	175	20	13080	\$35,880.00	\$35,880.00

4B
(WHAT STANDARD)

60 gpm Target
Pump Issue

seems high, defer any?

NEED AN OVERALL ESTIMATE/ISU D.O.G.T

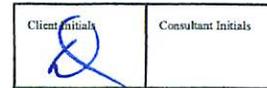
25 gpm
2 wells
at the well
15 gpm at the plant

survey for Tank?

would like some plans... overall project

Add a Task - assist CP w/ define admin tasks.

EXHIBIT 3.1.6



Agreement Between Client and Consultant

Project No.

Agreement entered into at Nevada City, CA
made this 21st day of January 20 13, by and between

Client

Consultant

Name: Camptonville Community Services District

Name: Sauers Engineering, Inc.

Address: P.O. Box 163
Camptonville, CA 95922

Address: 440 A Lower Grass Valley Road, Suite A
Nevada City, CA 95959

Phone: 530-288-9320

Phone: (530) 265-8021

Fax:

Fax: (530) 265-6834

Client And Consultant Agree As Follows

Client intends to:

Plan, design, and construct improvements to the existing drinking water system including treatment, storage, and distribution,

hereinafter called "project".

A. Consultant agrees to perform the following scope of services:

See Proposal for Camptonville Water System Improvement Project Engineering Services dated January 15, 2013 and Consultant's Estimated Fees for 30% Project dated January 21, 2013.

B. Client agrees to compensate consultant for such services as follows:

See Proposal for Camptonville Water System Improvement Project Engineering Services dated January 15, 2013 and Consultant's Estimated Fees for 30% Project dated January 21, 2013. We will provide the described services on a fixed fee basis. We will invoice monthly based on the percentage completed for each of the tasks.

C. This Agreement is subject to provisions 1 through 42 contained herein, and the terms and conditions contained in initialed exhibits attached herewith and made apart hereof. (List exhibits below.)

None

Client Initials 	Consultant Initials
--	---------------------

Provisions of Agreement

Client and consultant agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
2. This agreement shall not be assigned by either client or consultant without the prior written consent of the other.
3. This agreement contains the entire agreement between client and consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and consultant.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. Consultant shall only act as an advisor in all governmental relations.
8. All original papers, documents, drawings, and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement shall remain the property of consultant and may be used by consultant without the consent of client. Upon request and payment of the costs involved, client is entitled to a copy of all papers, documents and drawings provided client's account is paid current.
9. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as the client is not in default pursuant to the terms and conditions of this agreement and client has performed all obligations under this agreement. Client further acknowledges that consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.
10. Client and consultant agree to cooperate with each other in every way on the project.
11. Upon request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.
12. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of client and may be used by client only for the project described on the face hereof. Such final plans, drawings or other work product may not be

changed nor used on a different project without the written authorization or approval by consultant. If consultant's work product exists in electronic or computerized format, the signature shall be original and may not be a computer-generated copy, photocopy, or facsimile of the original.

14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by consultant be suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by client as extra services.

15. If the scope of services to be provided by consultant pursuant to the terms of this agreement include the preparation of grading plans but exclude construction staking services, client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Appendix, Chapter 33 or local grading ordinances and client will be required to retain such services from another consultant or pay consultant pursuant to this agreement for such services as extra work in accordance with Provision 26.

16. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if client files a voluntary petition seeking relief under the United States Bankruptcy Code or is there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed with fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

17. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

18. If payment for consultant's services is to be made on behalf of client by a third-party lender, client agrees that consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

19. If client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of consultant under this agreement are suspended or terminated. In such event, client shall promptly pay consultant for all fees, charges, and services provided by consultant.

Client Initials 	Consultant Initials
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20. All fees and other charges will be billed monthly and shall be due at time of billing unless otherwise specified in this agreement.
21. Client agrees that the periodic billings from consultant to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
22. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1 ½ %) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
23. If consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by client as extra services.
24. In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.
25. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work.
26. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than consultant, the cost of restaking shall be paid for by client as extra services.
27. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions.

If the scope of services pursuant to this agreement does not include construction staking services by consultant for this project, or if subsequent to this agreement client retains other persons or entities to provide such staking services; or if the scope of services pursuant to this agreement does not include on-site construction review, construction management, observation of construction of engineering structures, or other construction services for this project, or if subsequent to this agreement client retains other persons or entities to provide such construction services, then client acknowledges that such services will be performed by others and that client will defend, indemnify, and hold consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of consultant.
28. Client shall pay the costs of plan checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, and title company charges not specifically covered by the terms of this agreement.
29. Consultant is not responsible for delay caused by activities or

- factors beyond consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove of consultant's services or work product promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond consultant's reasonable control occur, client agrees consultant is not responsible for damages nor shall consultant be deemed to be in default of this agreement.
30. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The client agrees that it is the responsibility of the client to maintain in good standing all government approvals and permits and to apply for any extensions thereof.
31. Consultant makes no representation concerning the estimated quantities and probable cost made in connection with maps, plans, specifications, reports or drawings other than that all such cost are estimates only and actual costs will vary. It is the responsibility of client to verify costs.
32. Client acknowledges that consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
33. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
34. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by consultant pursuant to this agreement, which changes are not consented to in writing by consultant, client acknowledges that the changes and their effects are not the responsibility of consultant and client agrees to release consultant from all liability arising from the use of such changes and further agrees to defend, indemnify, and hold harmless consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages, or costs arising from the changes and their effects.
35. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.
36. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, client agrees to notify consultant and engage consultant to prepare the necessary clarifications, adjustments, modifications or other changes to consultant's services or work product before construction activities commence or further activity proceeds. Further, client agrees to have a provision in its construction contracts for the project which requires the contractor to notify client of any changed field or other conditions so that client may in turn notify consultant pursuant to the provisions of this paragraph.
37. Client agrees to limit the liability of consultant, its principals, employees and their subconsultants, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract of strict liability, to the sum of \$50,000 or consultant's fee,

Client Initials	Consultant Initials
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whichever is greater. Client and consultant acknowledge that this provision was expressly negotiated and agreed upon.

38. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name consultant as an additional insured as their interest may appear.

39. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

40. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try, or remove such litigation to any other county or judicial district.

41. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the client and the consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties.

The client and the consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and homeowner associations and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators

so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

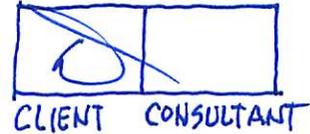
(b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

42. (a) Notwithstanding any other provision of this agreement and except for the provisions of (b) and (c), if a dispute arises regarding consultant's fees pursuant to this contract, and if the fee dispute cannot be settled pursuant to Provision 46, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.



**Camptonville Community Services District
Water System Improvement Project
Consultant's Estimated Fees for 30% Project**

**Sauers Engineering, Inc.
Tuesday, January 21, 2013**

	Senior Engineer	Assistant Engineer	Subconsultants \$	Extension	Running Total
ACTIVITY	120	90			
1 CABY/DWR					
Work Plan	24			2880	2880
Budget	16			1920	4800
Schedule	8			960	\$5,760.00
2 Public Health Compliance Evaluation Report					
Source Capacity Analysis	16			1920	1920
Treatment Evaluation	16			1920	3840
Storage Capacity Analysis	8			960	4800
Distribution system evaluation	8			960	\$5,760.00
3 Geology and Well Investigation Report					
Plumas Geo-Hydrology					
Geology Investigation—drillsite recommendations			3650	3650	3650
Well Investigation/Pump Test			0	0	3650
Water Quality & Isotope Hydrology			520	520	4170
Data Analysis & Reporting			1800	1800	5970
Project Management	8		1200	2160	\$8,130.00
4 Survey Services					
Nevada City Engineering					
Tank site parcel topo and boundary survey	8		8000	8960	\$8,960.00
5 CEQA Project Description & Mitigation Analysis					
Prepare project description	8			960	\$960.00
				0	\$960.00
6 Estimate of Cost	8			960	\$960.00
7 Construction Testing & Inspection Plan				0	\$0.00
8 Project Permitting Report	8			960	\$960.00
9 30% Design Drawings and Outline Specifications					
Plant site plan, preliminary drawings	2	16		1680	1680
Process flow diagram	12			1440	3120
Preliminary Tank Drawings	2	16		1680	4800
				0	4800
Outline specifications	1	4		480	\$5,280.00
10 Project Administration	24			2880	2880
				0	\$2,880.00
	177	36	15170		
Total =	\$21,240.00	3240	\$15,170.00	\$39,650.00	\$39,650.00

EXHIBIT 3.2.0

Task 3.1: Pre-Grant Planning & Design					
Item	Units	No. Units	Unit Price	Extension	Notes
3.1.2 Public Health Compliance Evaluation	I.s.	1	\$5,760.00	\$5,760.00	
3.1.3 Conceptual Design (10%)	I.s.	1	\$5,760.00	\$5,760.00	
3.1.4 Survey	I.s.	1	\$8,960.00	\$8,960.00	
3.1.5 Geology & Well Investigation	I.s.	1	\$5,760.00	\$5,760.00	
3.1.6 Engineering Design (30%)	I.s.	1	\$11,040.00	\$11,040.00	
			Subtotal=	\$26,240.00	

Task 3.2: Final Design					
Item	Units	No. Units	Unit Price	Extension	Notes
3.2.1 Geotechnical Report	I.s.	1	\$6,580.00	\$6,580.00	
3.2.2 Engineering Design (60%)	I.s.	1	\$19,500.00	\$19,500.00	
<i>Tank Design</i>			\$6,000.00		
<i>Final Grading Plan</i>			\$3,000.00		
<i>Treatment Plant Design</i>			\$7,000.00		
<i>Electrical</i>			\$3,500.00		
3.2.3 Engineering Design (90%)	I.s.	1	\$16,500.00	\$16,500.00	
<i>Tank Design</i>			\$6,000.00		
<i>Treatment Plant Design</i>			\$7,000.00		
<i>Electrical</i>			\$3,500.00		
3.2.4 Design Review	I.s.	1	\$2,500.00	\$2,500.00	
3.2.5 Final Design (100%)	I.s.	1	\$5,000.00	\$5,000.00	
			Subtotal=	\$50,080.00	
3.3 CEQA/NEPA Documentation					
3.3.1 Special Studies	I.s.	1	\$6,000.00	\$6,000.00	
<i>Biological Resources Assessment</i>			\$2,500.00		
<i>Cultural Resources Assessment</i>			\$3,500.00		
3.3.2 Initial Study/Public Review	I.s.	1	\$9,000.00	\$9,000.00	
			Subtotal=	\$15,000.00	

Task 4.1: Construction Implementation					
Item	Units	No. Units	Unit Price	Extension	Notes
<i>Advertisement for Bids</i>	hrs	27	\$120.00	\$3,240.00	
<i>Prebid Tour</i>	hrs	5	\$120.00	\$600.00	
<i>Bid Evaluation</i>	hrs	8	\$120.00	\$960.00	
<i>Contract Award</i>			na- CCSD Board Time		
			Subtotal=	\$4,800.00	

4.2 Mobilization & Site Prep					
Item	Units	No. Units	Unit Price	Extension	Notes
Mobilization	I.s.	1	\$30,000.00	\$30,000.00	
Clearing & Grubbing	I.s.	1	\$5,000.00	\$5,000.00	
			Subtotal=	\$35,000.00	

4.3.1 Treatment Plant Improvements					
Item	Units	No. Units	Unit Price	Extension	Notes
Convert Raw Water Settling Tank to Filter Cell					
Demolition	I.s.	1	\$3,000.00	\$3,000.00	Remove tanks, existing valves and inlet piping
Filter Media	c.y.	12	\$150.00	\$1,800.00	Quote of \$50/yd plus trucking & labor to place
Roof removal & replacement	I.s.	1	\$4,000.00	\$4,000.00	May be required for access purposes
Core Drilling	I.s.	1	\$2,000.00	\$2,000.00	Penetration for new underdrain construction
Underdrain	I.s.	1	\$3,000.00	\$3,000.00	Materials & Installation
			Subtotal=	\$13,800.00	
Filter Plumbing Modifications					
Flushing Valves	ea	7	\$1,000.00	\$7,000.00	Core drill and installation of new valve
Float Valves	ea	7	\$1,500.00	\$10,500.00	Estimate \$750 parts plus labor for plumbing modification
Outlet plumbing modifications	I.s.	7	\$4,000.00	\$28,000.00	Includes flow meter, throttling valve and manometer for each filter
Add Filter Media to existing filters	c.y.	18	\$150.00	\$2,700.00	Quote of \$50/yd plus trucking & labor to place
			Subtotal=	\$48,200.00	
Monitoring and Control					
Turbidimeters	ea	2	\$6,000.00	\$12,000.00	\$3,000 each plus sample lines, overhead and installation costs
Cl ₂ Analyzer	ea	1	\$4,500.00	\$4,500.00	\$4,000 each plus installation
Sample lines, plumbing modifications	I.s.	1	\$3,000.00	\$3,000.00	Allowance
Plant Automation (no PLC)	I.s.	1	\$25,000.00	\$25,000.00	Plant controller, automated valves, flow metering, tank level sensors
			Subtotal=	\$44,500.00	
			Subtotal=	\$106,500.00	

4.3.2 Water Storage Reservoir					
Item	Units	No. Units	Unit Price	Extension	Notes
Grading & Site Development	I.s.	1	\$50,000.00	\$50,000.00	Based upon previous bids on comparable site
Foundation	I.s.	1	\$30,000.00	\$30,000.00	Based upon previous bids on comparable site
Welded Steel Tank	Gal	220000	\$1.25	\$275,000.00	Estimated based upon previous bid prices and supplier estimates
Valves, Piping, & Misc. Equip	I.s.	1	\$15,000.00	\$15,000.00	Allowance- specific configuration not yet determined
			Subtotal=	\$370,000.00	

4.5 Implementation Close-out Activities					
Item	Units	No. Units	Unit Price	Extension	Notes
4.5.1 Performance Testing	I.s.	1	\$5,000.00	\$5,000.00	
4.5.2 As-Built Documentation Record Drawings	I.s.	1	\$5,000.00	\$5,000.00	
4.5.3 Operations Manual & Operator Training	I.s.	1	\$6,000.00	\$6,000.00	
			Subtotal=	\$16,000.00	

6.0 Construction Administration					
Item	Units	No. Units	Unit Price	Extension	Notes
6.2 Construction Engineering	I.s.	1	\$15,000.00	\$15,000.00	
6.3 Construction Inspection	I.s.	1	\$10,000.00	\$10,000.00	
			Subtotal=	\$25,000.00	