

The Economics of Land Use



April 11, 2024

John Tillotson
General Manager
Olivehurst Public Utility District
PO Box 670
Olivehurst, CA 95961

Subject: Budget Amendment Proposal for Wastewater Master Plan Update and Connection Fee Update; EPS #222013

John:

Economic & Planning Systems, Inc. (EPS) has been assisting the Olivehurst Public Utility District (OPUD) with updating financing options for the wastewater treatment plant, such as updating the wastewater treatment plant connection fee for new development. Jacobs Engineering Group, Inc. (Jacobs) has been preparing the Wastewater Treatment Plant (WWTP) Master Plan Update (Update), which will provide the background for the WWTP Connection and Capacity Fee Nexus Study. Jacobs anticipates additional tasks that will need to be added to the current Work Program (**Attachment B**). With the additional tasks, Jacobs is seeking a budget amendment to the current contract.

EPS anticipates additional budget is needed to incorporate changes to the Jacobs Work Program and completion of the Nexus Study.

EPS is proposing, along with Jacobs as subconsultant, the following budget amendment.

Consultant	Original Budget	Budget Amendment	New Budget Total
EPS	\$50,000	\$10,000	\$60,000
Jacobs	\$296,945	\$130,789	\$392,734
Totals	\$345,945	\$140,789	\$452,734

Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

The current balances on the original contract are shown below. EPS’s budget has been used for project management to date.

Consultant	Original Budget	To-Date Expenses	Balance
EPS	\$50,000	\$9,590	\$40,410
Jacobs	\$296,945	\$235,770	\$61,175

The Work Program will consist of an updated WWTP Master Plan and updated Capital Connection Fee charges for new development. The proposed EPS Work Program is discussed in **Attachment A**. **Attachment B** is the proposed Work Program for Jacobs, including the updated Work Program.

Key Personnel

Managing Director **Jamie Gomes** will serve as Principal-in-Charge of this project and will provide guidance and input as needed. Senior Vice President **Russ Powell** will serve as Project Manager and will conduct the day-to-day management of this project. Additional EPS staff may assist on this project as needed.

Schedule

EPS will begin working on this project as soon as contract approval is received and will provide accurate information and work products on a schedule that meets your needs.

Budget

The originally estimated budget to complete this work was **\$346,945**. The budget amendment brings the total updated estimated budget to **\$452,736**.

EPS proposes an updated budget of **\$60,000** to complete **Task 1** of the Work Program (**Attachment A**). Jacobs proposes a budget of **\$392,736** to complete **Tasks 2** through **4** (**Attachment B**). A copy of Jacobs’ Amendment 1 is included as **Attachment C**.

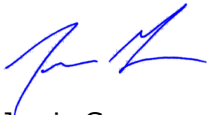
EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work or meetings are required, EPS will request

authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's Hourly Billing Rates and Terms and Conditions for Consulting Services are attached as part of this letter agreement.

Again, EPS would appreciate the opportunity to work on this project. To approve this proposal, please sign below, return a signed copy of this letter agreement to EPS, and keep another copy for your records. If you have questions or require changes to this proposal, please call Project Manager **Russ Powell** at (916) 649-8010.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC. (EPS)



Jamie Gomes
Managing Director

Attachments

Approved:

John Tillotson
Olivehurst Public Utility District (OPUD)

Date

Attachment A

Task 1 Work Program

WWTP Connection Fee Update

OPUD is responsible for treating wastewater generated within OPUD's service area boundaries. The WWTP Phase 1 Expansion and Upgrade provided increased capacity to serve the growing community, up to a rated maximum average dry weather flow (ADWF) of 3.0 million gallons per day (MGD). The current WWTP's unit processes include screening, grit removal, two oxidation ditches, three secondary clarifiers, tertiary filtration, ultraviolet disinfection, post aeration, two return and waste-activated sludge pump stations, aerobic digester pond, sludge storage pond, sludge drying beds, and other supporting systems.

The previous WWTP Master Plan, dated May 2016, outlined five phases of recommended improvements to incrementally expand the WWTP to a partial and full buildout ADWF capacity of approximately 5.625 MGD and 8 MGD, respectively. The latter was considered the maximum practical buildout capacity using existing treatment processes and the WWTP site.

OPUD is expanding its water and wastewater systems to accommodate the recently annexed South Yuba County Service Area. Portions of the sewer system improvements will be oversized to provide capacity for the City of Wheatland (City) wastewater effluent that will be received, treated, and disposed of at the WWTP. The estimated ADWF from the South Yuba County Service Area and City contributions is 3.6 MGD, which includes 1.5 MGD ADWF from the City. This 1.5 MGD ADWF of capacity does not represent the City's buildout service area needs.

Full buildout of the City's and OPUD's service areas are estimated to substantially exceed the 8 MGD ADWF buildout capacity of the WWTP described in the previous Master Plan. To address this deficiency, OPUD has requested that EPS and Jacobs develop this Work Program for preparation of an updated Master Plan. The new WWTP Master Plan would also be used by EPS to update OPUD's Capital Connection Fee to the WWTP. Jacobs will be a subconsultant to EPS for this work. Because the existing WWTP site is constrained and additional land area is not readily available to accommodate future growth, the Master Plan Update will incorporate new unit processes that are both cost-effective and require less land area for implementation than the existing processes.

Task 1—Capital Connection Fee Update

1.1 Update Land Use Assumptions

Under this subtask, EPS will prepare an update to the land use assumptions for future growth in the OPUD service area. EPS will review development approvals (tentative maps and final maps) for residential projects that have been approved and are not yet fully built out. EPS will review Specific Plans for new development in the OPUD service area to determine the future growth capacity for residential and nonresidential projects. EPS will prepare land use tables for review by OPUD staff. EPS will reach out to Yuba County Community Development staff to affirm findings and determinations for planned new growth in the OPUD service area. The City will develop their own land use assumptions for inclusion in this analysis.

1.2 Develop Equivalent Dwelling Unit for New Development

EPS will work with Jacobs to develop equivalent dwelling unit (EDU) assignments for all planned growth in the OPUD service area by land use type. Jacobs will develop EDU assumptions for various land uses but is not anticipating developing buildout land use assumptions for the purposes of their Master Plan Update.

EPS and Jacobs will compare growth assumptions and EDU capacity for the Master Plan Update to make sure that capacity assumptions for the WWTP are consistent with future growth requirements.

1.3 Develop Cost Allocations to Land Uses

Using the land use assumptions developed by EPS, the EDU assignments to land uses, and estimated costs for WWTP improvements, EPS will develop a cost allocation of WWTP improvements to planned future development by land use category. EPS will prepare a Draft Technical Memorandum documenting findings for land use assumptions, EDU assignments, and cost allocations. Cost allocation for the City will be in the form of the total cost allocation to the City for the capacity of the WWTP assigned to new development in the City. The City will be responsible for developing cost allocations and implementing connection fees to fund the City's fair share costs of the WWTP.

Once all interested parties have reviewed the Draft Technical Memorandum, EPS will incorporate recommended changes to the analysis assumptions into the Final Technical Memorandum. This report will then be used to develop the Nexus Study required to update Capital Connection Fees for OPUD.

1.4 Prepare the Nexus Study for Updated Capital Connection Fees

Using the analysis prepared for the Final Technical Memorandum, EPS will prepare the Draft Nexus Study, which will present the nexus findings that support a maximum justified Capital Connection Fee for all land uses in the OPUD service area. The Draft Nexus Study will be distributed to all interested parties for review and comment. OPUD may schedule Board of Director workshops to present the findings of the Draft Nexus Study and to seek public comment.

Once all comments have been provided, EPS will update the Nexus Study for consideration by the OPUD Board of Directors.

1.5 Board of Directors' Approval of Nexus Study

EPS will prepare the Final Nexus Study for consideration of approval by the OPUD Board of Directors. EPS will attend up to two meetings to present the nexus findings and provide technical support during public hearings.

1.6 Perform Project Management

Under this subtask, EPS will serve as project lead in reviewing and preparing documents for presentation to OPUD staff, interested parties, and the OPUD Board of Directors. EPS will coordinate with Jacobs for the preparation and presentation of materials prepared by Jacobs. EPS will schedule regular progress meetings with OPUD staff and Jacobs to ensure that tasks remain on schedule for completion in a timely manner.

Attachment B

Tasks 2 through 4 Work Program

WWTP Master Plan Update

Task 2—Project Management

The goal of project management is the successful completion of projects within a set budget and schedule. Jacobs shall assign the appropriate resources to the project to accomplish this goal. Jacobs shall establish and implement an effective project management plan for the project and perform the following subtasks.

2.1 Conduct Progress Meetings

Conduct regularly scheduled progress meetings with EPS and OPUD throughout the course of the project. These meetings will be held on a monthly basis. Because the City is a major stakeholder in the future WWTP system, OPUD is anticipated to include the City in a select number of those progress meetings.

A review of **Task 3.3** activities, results, and recommendations shall be conducted as part of the third or fourth monthly progress meeting. The alternatives defined in **Task 3.3** shall be presented and compared and a single alternative will be selected by OPUD to complete the Master Plan Update.

Deliverable(s)

Provide meeting agenda a minimum of four days before each meeting.

Produce and maintain an action item list and decision log to record details of decision making on important issues.

2.2 Provide Accounting/Invoicing

Submit monthly payment requests in a format acceptable to EPS.

Prepare and submit monthly progress reports as part of the monthly payment request. The monthly progress reports shall include:

- An overview of work accomplished during the previous month.
- A description of current activities, an updated schedule indicating whether the project is on schedule and within budget, and any concerns.

- A list of decisions and action items and responsible parties.
- A list of problem areas, if any, and proposed corrective actions.
- A list of tasks for the following month.

Deliverable(s)

Submit project changes to OPUD and EPS as soon as any change is determined to be pending or to have occurred.

Provide a Project Change Report on a monthly basis as part of the monthly Progress Report, when necessary.

2.3 Administer Quality Program

Institute and maintain a Quality Assurance/Quality Control (QA/QC) program for the work performed on this project. This effort includes continuous QA/QC of all work products and formal reviews of deliverables before submission to EPS and OPUD.

Task 3—Prepare Master Plan Update

The Master Plan Update will provide information on future facilities required at the WWTP to meet anticipated discharge requirements and achieve the required buildout capacity on the existing site. Cost estimates (ASCEE Class 5) for those future improvements will be prepared to allow the determination of a proposed capital connection fee to be performed by EPS.

Below are descriptions of the subtasks to be conducted to prepare the Master Plan Update.

3.1 Review and Update Background Information, Regulatory Climate, and EDU Definition

Jacobs will review operations information and evaluate recycled flow streams, existing loading conditions, and other current conditions that are provided to Jacobs by OPUD. OPUD shall also provide Jacobs with 36 months of influent flow and loading data, effluent data, and process operating data from plant records, along with the actual number and type of connections that currently provide flow and loading to the WWTP.

Before the first progress meeting, Jacobs shall meet with OPUD staff to review information on current flow and loading into the WWTP and future known changes. EPS will provide Jacobs with information on future flow and loading conditions at buildout of the service area, to include the City.

Jacobs shall also prepare a technical memorandum (TM) describing the potential/likely direction of the regulatory climate in California and the types of constituents that may be designated for removal in the future. The TM will discuss the potential for increased removals for currently monitored constituents.

In 2015, OPUD evaluated flow and loading from each EDU and adopted the following definition of an EDU:

- Flow: 260 gallons per day (based on ADWF conditions)
- BOD: 0.67 lb/day
- TSS: 0.50 lb/day

For purposes of this Master Plan Update, it is proposed that the definition of an EDU for OPUD's service area only will be reviewed and compared to current flow and loading and revised, if necessary, to reflect the current flow and loading and reduction in flow from new housing developments because of the implementation of low-flow water fixtures.

Deliverable(s)

Summary of current flow and loadings and projections for future anticipated changes.

TM describing direction of California regulatory climate for WWTPs discharging to effluent-dominated waterbodies in draft and final PDFs.

Recommended definition of an EDU.

3.2 Confirm Capacity of Existing WWTP Improvements

The previous Master Plan evaluated existing capacity and determined that the WWTP was capable of processing a maximum ADWF of 3.8 MGD. This capacity, however, was predicated on the use of one larger secondary clarifier and two smaller secondary clarifiers. As part of the current South Yuba County Water and Wastewater Infrastructure Improvements Project, OPUD is also implementing several Sanitary Sewer Overflow (SSO) improvements, the addition of one additional larger secondary clarifier, and the likely abandonment of the two smaller clarifiers. Jacobs shall review impacts of solids loading to the secondary clarifiers, evaluate the impacts of a future primary clarification system, confirm or update the 3.8 MGD ADWF capacity for the WWTP, and make other recommendations to allow for optimized use of the improvements, if necessary.

3.3 Preliminary Evaluation of Selected Options to Maximize WWTP Site Capacity

A preliminary evaluation will be conducted by Jacobs using the following technologies:

- Conventional activated sludge (CAS) using rectangular tankage
- Membrane bioreactor (MBR)
- Membrane aerated biofilm reactor (MABR)
- Aerobic granular sludge (AGS)
- Integrated Fixed-Film Activated Sludge (IFAS)

CAS is included as an option to determine whether the combination of primary treatment and deeper bioreactors would allow required buildout capacity to be achieved on the existing site. These other technologies represent options that can maximize the capacity of the remaining WWTP site. The initial evaluation will be conducted based only on buildout capabilities (no plant phasing will be considered), and only a qualitative analysis will be conducted for each technology; the goal is to select one of the evaluated technologies for further evaluation and costing as part of the Master Plan recommendations. It is anticipated that the draft recommendation for the selected technology will be the subject of a workshop that would include the City as a stakeholder.

Evaluation criteria for each technology will be as follows (each technology will be ranked for each criterion):

- Whether required buildout capacity can be achieved on the existing site, and if not, how much additional land would be required.
- Capital cost.
- Operations and Maintenance (O&M) cost.
- Complexity of operation.
- Required companion technologies (as an example, MBR and IFAS would require fine screens after the previously proposed primary clarifiers).
- Ability to handle peak flows.
- Effluent quality (a parameter that might allow for more stringent regulatory requirements being imposed).
- Greenhouse Gas impacts.
- Odor potential.

3.4 Develop Recommended Improvements Capacity Model for Existing Facilities and the Selected Subtask 3.3 Technology

Jacobs shall complete model runs to assess the WWTP's near-term¹ and buildout capacities using Jacobs's proprietary whole plant simulation model, PRO2D. The results of the model runs will be presented in the Master Plan Update.

The evaluation of the solids processing train will be included in the project, and it is assumed that (a) installation of new primary clarification and anaerobic digesters and (b) continued use of the drying beds will be used with all alternatives evaluated, in accordance with the recommendations of the previous Master Plan. The potential to improve drying bed capacity will be evaluated.

3.5 Prepare Master Plan Update for the OPUD WWTP

Based on the information gathered as part of **Subtasks 3.1** through **3.4**, Jacobs shall prepare the Master Plan Update, consisting of the following sections:

1. Executive Summary
2. Introduction
3. Plant Influent Flow and Loadings
4. Secondary Treatment Alternative Analysis
5. Estimated Capital Costs for Recommended Improvements
6. Phasing Plan
7. References
8. Appendices

Jacobs shall make a recommendation on the apparent best alternative for implementation after completion of **Subtask 3.3**, and that recommended treatment option will be the subject of the **Subtask 3.4** and **Subtask 3.5** Master Plan preparation. Jacobs will prepare a single recommended course of action, which will be presented based solely on engineering judgment and Jacobs's knowledge of the WWTP, with input from OPUD and stakeholders, as determined by OPUD.

¹ Addition of new influent pump, secondary clarifier, RAS/WAS pump station expansion, and Emergency Storage Basin grading improvements included in the South Yuba County Water and Wastewater Infrastructure Improvements Project, scheduled to begin construction later this year.

Both "Trigger" and "Capacity" flows in terms of ADWF will be provided for each phase or recommended improvement. As defined in the previous Master Plan, Trigger flowrates are intended to define the start of a phase (for example, commencement of engineering studies and design), and Capacity flowrates indicate the ADWF capacity of the completed phase.

Deliverable(s)

PDF copies of the draft and final TM and Master Plan Update.

Task 4—EPS-Directed Services

This task is established to cover costs for unforeseen project work items that may arise and may be used by OPUD or EPS to address unforeseen conditions. A task budget of \$35,000 is incorporated into this Contract. Work will be charged to this task only when authorized in writing by OPUD or EPS and in accordance with the rate schedule.

Attachment C

Jacobs' Amendment 1

Amendment No. 1 to the OPUD WWTP Master Plan Update Agreement

General

As described in the current agreement, the master plan update was to be based on the existing wastewater treatment plant (WWTP) being constrained to its current parcel (APN 014-270-002) and additional land not being available for purchase. This assumption, along with the preparation of a Programmatic Environmental Impact Report (PEIR), have been discussed and analyzed after OPUD staff became aware of one of an adjacent property owner potentially being interested in selling their land. Additional land would allow for OPUD's existing liquid treatment processes and solids handling and disposal practices to be expanded in the future to serve future growth through buildout as opposed to changing to mechanical dewatering with higher handling and disposal costs. At OPUD's request, Jacobs evaluated the costs for this approach (conventional liquid treatment, biosolids solar drying beds, and disposal of high dewater cake solids). These efforts represented additional work beyond the existing agreement. It has been determined that the adjacent property owner is not interested in selling their property and OPUD will not condemn. Therefore, this approach (gaining additional land for WWTP expansion) will no longer be considered.

Changes to the Scope of Services

Amendment No. 1 Tasks

The following are added to the Scope of Services:

Task 1 – Project Management (Tasks 1.1: Conduct Progress Meetings, 1.2: Provide Accounting/Invoicing, and 1.3: Administer Quality Program): The project duration will be extended 24 months to allow for the addition of Task 4.

Task 2 – Prepare Master Plan Update:

Task 2.1 Review and Update Background Information, Regulatory Climate, and EDU Definition: Jacobs will complete this task based on the feedback provided by OPUD on 12/1/2023 via email (stay the prior course with the EDU count).

Attachment C

Task 2.2. Confirm Capacity of Existing WWTP Improvements: This task has already been completed.

Task 2.3. Preliminary Evaluation of Selected Options to Maximize WWTP Site Capacity: This task has been completed based on the existing site.

Task 2.4. Develop Recommended Improvements Capacity Model for Existing Facilities and the Selected 2.3 Technology: Work associated with this task shall be based on the existing site.

Task 2.5. Prepare Master Plan Update for the OPUD WWTP: Work associated with this task shall be based on the existing site.

Task 3 – Owner Directed Services: We are requesting the addition of this task and the additional \$35,000 budget to account for the additional Task 2 and 4 work described herein.

ADD Task 4 – Environmental Commitment Chapter to Master Plan Update and Perform Targeted Biological Review of APN 014-850-014 and 014-850-015: Prepare Environmental Commitments/Best Practices Chapter for Master Plan Update and perform targeted biological resources study of within existing WWTP and the two adjacent parcels located immediate north of the WWTP. See attached Planning Partners, Inc. proposal for further details.

Schedule

Both the master plan update (Task 2) and environmental master plan update chapter (Task 4) work shall be commenced immediately after Notice to Proceed. The project duration will be 30 months from Notice to Proceed (i.e., November 17, 2024) to allow for the addition of Task 4. The previous schedule was based on 6 months to complete the master plan update (i.e., November 17, 2022).

Compensation

The authorized contract amount is \$261,945. This amount does NOT include the \$35,000 for Task 3 as indicated in the table below. To our knowledge, OPUD or EPS have not authorized this task and use of its budget in the past.

Attachment C

Task	Description	Prior Contract	Amendment No. 1	Revised Contract
1&2	Project management & Prepare Master Plan Update	\$261,945*	\$68,311	\$365,256
3	Owner Directed Services	\$35,000	\$35,000	\$0
4	Environment Commitment		\$27,478**	\$27,478
	Total	\$296,945	\$130,789	\$392,734

*** includes both Task 1 and 2
*** includes 10% markup for subconsultant (Planning Partners, Inc.)

The additional work described above sums to a total increase of \$130,789 (including 10% markup on subconsultants as noted in the table). The total authorized contract amount after incorporation of this Amendment 1 will be \$392,734. This amount includes the \$35,000 for Task 3 Owner Directed Services.

This Amendment No. 1 will become a part of the master plan update agreement when executed. No other changes to the original agreement are proposed as a result of this amendment, and unless otherwise modified above, all terms and conditions of the original agreement shall remain in full force and effect.



Proposal to Prepare an
Environmental Commitments Chapter and
Targeted Biological Resources Analysis for the
OPUD Wastewater Treatment Plant Master Plan
Located in the Community of Olivehurst in
Unincorporated Yuba County, California

Prepared by:
Environmental Planning Partners, Inc.



March 27, 2024

Attachment C

This page intentionally
left blank.



Scope of Work

Environmental Planning Partners, Inc. (Planning Partners) presents the following scope of work to prepare an Environmental Commitment chapter for the OPUD Wastewater Treatment Plant Master Plan (WWTP Master Plan) project. The existing WWTP is an activated sludge, tertiary wastewater treatment facility permitted as of 2021 for three million gallons per day (mgd) discharge. The wastewater treatment facility has an average dry weather flow of 1.5 mgd. The District's wastewater treatment facility discharges fully treated effluent into the Clark Lateral thence into the Western Interceptor Drainage Canal before flowing into the Bear River.

The existing WWTP project site is located at 3908 Mary Avenue in the unincorporated community of Olivehurst (APN 014-270-002). The 38-acre site houses the WWTP, a corporation yard for the OPUD water utility, and a five-acre solar array. A 2-acre property (APN 014-850-015) and a 1.27 acre portion of parcel APN 014-850-014, both located immediately north of the existing WWTP, may be used for wastewater treatment facilities. There are no existing developed land uses on these parcels.

As defined by Jacobs Engineering, Planning Partners will provide a chapter to the WWTP Master Plan outlining environmental commitments within the WWTP Master Plan. Additionally, Planning Partners' Scope of Work will include a biological review of APN 014-850-015 and APN 014-850-014. Our scope of work, fee, and schedule are set forth below.

Task 1: Targeted Biological Resources Study

Padre Associates biologists will complete the following tasks to assess the potential for impacts to targeted biological resources on the two adjacent parcels to the existing WWTP.

Literature Review

Padre staff will review relevant project plans and documents prepared to understand project objectives, and conduct a review of CEQA documents and previous survey reports for other projects in the area. Padre staff will conduct a literature review including an analysis of topographic maps, soil survey maps, aerial photographs, and the National Wetland Inventory (NWI) to identify areas of potential concern. They will conduct a query of the California Natural Diversity Database (CND-DB) and Biogeographic Information and Observation System (BIOS), and request a species list from the U.S. Fish and Wildlife Service to determine special-status plant and animal species that could occur in the vicinity of the project site.

Biological Reconnaissance Field Surveys

Padre staff will conduct a reconnaissance level field survey to assess the site conditions and biological resources occurring within the existing WWTP and the two adjacent parcels north of the existing WWTP. Surveys will determine the probability of occurrence of special-status species at the site based on vegetative cover types, as well as habitat requirements and historic range of species potentially occurring in the area. Padre staff will document the potential for occurrence of each special-status species identified. Field surveys will include surveys for sensitive and regulated habitats, such as waters and wetlands protected under Section 404 of the Clean Water Act and/or Section 1602 of



the California Fish and Game Code, for the purposes of mapping biological resources and identifying potential impacts. The reconnaissance surveys will be used to identify potentially sensitive habitats and areas of potential impact from potential expansion of the WWTP. An aquatic resource delineation, regulatory permitting, and protocol-level surveys will not be conducted as part of the reconnaissance surveys. If determined to be necessary, these services can be provided under a separate scope of work.

Memo Report

Padre staff will prepare a Memo Report to identify potential biological constraints associated with expansion of the WWTP within the study area. The memo report will summarize the results of the field surveys, outline regulatory permits required for development, and provide a list of biological environmental commitments for the environmental chapter of the WWTP Master Plan.

Deliverables

- Meetings: One (1) Meeting with OPUD staff and the engineering team to discuss the results of the Biological Memo
Site Reconnaissance Field Visits as necessary to complete the Biological Memo
- Deliverables: One (1) Electronic copy of Biological Memo to the District and the Engineering team
- Engineering Input: Review of Biological Memo
- District Input: Review of Biological Memo

Task 2: Prepare WWTP Master Plan Environmental Commitments Chapter

Planning Partners will prepare an Environmental Commitments/Best Practices Chapter for insertion into the WWTP. The environmental commitments will be based on mitigation previously adopted by OPUD where appropriate in the District's approval of the environmental documents for the South County Infrastructure Project. Relevant local, state and federal requirements will be included. Additional commitments or best practices identified in the completion of Task 1 will be reported as well.

Deliverables

- Meetings: One (1) Meeting with OPUD staff and the engineering team to discuss the Environmental Commitments chapter
- Deliverables: One (1) Electronic copy of the Environmental Commitments chapter to the District and the Engineering team
- Engineering Input: Review of Environmental Commitments chapter
- District Input: Review of Environmental Commitments chapter



Cost Estimate

The cost information presented herein reflects our estimate of the work necessary to complete the Environmental Commitments chapter and targeted biological resource report based on our proposed scope of work and our knowledge of similar projects.

As summarized in the following table, we propose to complete the two requested tasks form \$34,975 on a time and materials, not to exceed basis.

Task		Cost of Task
Task 1	Biological Resources Technical Study	\$14,389
Task 2	Environmental Commitments/Best Practices	\$8,784
	Project Management	\$1,632
	Direct Costs	\$175
	Total	\$24,980

Requested additional incidental tasks and expenses not included in the fee proposal will be reimbursable on a time-and-materials basis at our standard billing rates. Upon execution of a contract, Planning Partners will invoice monthly based upon the work completed in the prior month. Payment is due in full within 30 days of the invoice date.

Assumptions

In addition to the assumptions listed in the preceding scope of work, the scope, schedule, and cost provisions of this proposal are based upon several assumptions that are summarized below to further define the proposed scope of work. We recognize that these assumptions may be subject to change by the District during the project. While such changes would not necessarily result in modification of the scope, schedule, or cost, Planning Partners must reserve the right to propose such modifications in the event of such changes.

- The proposed scope assumes that Planning Partners staff will have authorized access and keys to the WWTP property and the adjacent \pm 3-acre area to the north.
- The approximately three-acre parcel north of the existing WWTP (APN 014-850-015/014 - portion) will be staked in the field or otherwise clearly identified prior to field surveys so that the limits of the study area are evident in the field.
- AutoCAD and/or ArcMap shapefiles of the proposed project will be provided electronically for use in preparing survey maps and in determining the extent of project impacts to mapped resources.
- District staff, the engineering team, and other responsible agencies will cooperate with the consultant team promptly. Work will not be stopped or delayed by the District or others outside the study team. Should work be stopped or delayed by others, Planning Partners shall have the

Attachment C



right to renegotiate costs of work required after January 1, 2025, the beginning of Planning Partners' subsequent fiscal year.

- The combined number of meetings at which a representative or representatives of the consultant team will be present will not exceed those presented in the scope of work. Additional meetings will be charged on a time and materials basis.
- Planning Partners will provide copies of all work products cited above in the proposed scope of work in the quantities set forth following the description of each task (See task outline above). Any additional reproduction and all distribution shall be the responsibility of the District.
- The proposed scope of work, schedule, and budget are valid for 60 days from the date of this proposal. Should a contract not be executed or funded prior to that time, Planning Partners reserves the right to modify the budget.
- Padre will have permission to access the proposed project site for biological surveys. Environmental Planning Partners or OPUD will coordinate site access.
- The approximately three-acre study area north of the existing WWTP (OPUD owned property and adjacent property) will be staked in the field or otherwise clearly identified prior to field surveys so that the limits of the study area are evident in the field.
- CAD and/or ArcMap shapefiles of the development plan will be provided electronically for use in preparing survey maps and in determining the extent of project impacts to mapped resources.



2024 Billing Rate Schedule

Hourly rates for Planning Partners' staff:

Principal \$218.00
Principal Planner/Scientist \$185.00
Professional Planner/Scientist \$153.00
Senior Planner/Scientist \$134.00
Associate Planner/Scientist \$124.00
Assistant Planner/Scientist \$111.00
Planning/Scientist Technician \$106.00
Cartographer \$106.00
Support \$77.00

Hourly rates for associated staff:

Principal Professional \$210.00
Senior Professional \$160.00
Project Professional \$120.00
Project Associate \$110.00
ArcGIS Operator \$110.00
Administrative Support \$80.00

For all staff, expert witness services are 150 percent of the hourly rate.

Direct Costs

Report Production, Photocopying \$0.125 / page
Automobile Mileage \$0.585 / mile
Telephone/Fax Cost + 15 percent
Per Diem \$300 / day

Other direct charges billed at cost plus 10 percent.



Work Schedule

Task	Responsible Party	Task Duration
Task 1 - Biological Resources Technical Study	Padre Associates	8 weeks
Task 2 - Environmental Commitments/Best Practices	Planning Partners	9 weeks

Notes:

- a. Tasks 1 and 2 begin concurrently

The schedule is dependent on prompt cooperation from the WWTP MP team. Therefore, the proposed schedule may be subject to modification due to events outside the control of Planning Partners.



Principal Contact

The authorized contract negotiator for Environmental Planning Partners, Inc. is:

Robert D. Klousner, Jr.
Environmental Planning Partners, Inc.
2934 Gold Pan Court, Suite 21
Rancho Cordova, California 95670
(916) 852-8830
e-mail: bklousner@e-planningpartners.com

Mr. Klousner is authorized to negotiate on behalf of and obligate Environmental Planning Partners, Inc. in all matters related to this proposal.

I hereby set forth that Environmental Planning Partners, Inc. offers the above services under the cited conditions to the Jacobs Engineering to complete a Targeted Biological Resources technical study and a Environmental Commitments/Best Practices chapter for the Wastewater Treatment Plant Master Plan project.

Signature: _____

Robert D. Klousner, Jr., President
Environmental Planning Partners, Inc.

March 27, 2024

Date: _____

Signature: _____

Robert D. Klousner, Jr., Secretary
Environmental Planning Partners, Inc.

March 27, 2024

Date: _____



This page intentionally
left blank.

2024 Hourly Billing Rates

Sacramento Office

Managing Principal	\$320
Principal	\$300
Senior Vice President	\$260
Senior Consultant	\$260
Vice President	\$245
Senior Technical Associate	\$215
Senior Associate	\$215
Associate	\$195
Research Analyst II	\$155
Research Analyst I	\$105
Production and Administrative Staff	\$100

Billing rates updated annually.



Terms and Conditions for Consulting Services

EPS #222013

1. Authority

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. Independent Contractor

It is specifically understood and agreed that in the creation and performance of this Agreement, EPS is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

3. Insurance

EPS shall maintain the following insurance:

- 3.1. Workers Compensation as required by law.
- 3.2. General Liability insurance of \$2,000,000 each occurrence, \$4,000,000 general aggregate.
- 3.3. Auto Liability insurance of \$2,000,000, combined single limit for bodily injury and property damage, covering non-owned and hired autos only.
- 3.4. Errors and Omissions/Professional Services Liability insurance in the amount of \$2,000,000 per claim/aggregate.
- 3.5. Excess/Umbrella Liability insurance of \$3,000,000.

4. Personnel

EPS represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. Interest of EPS

EPS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

6. Publication, Reproduction, and Use of Material

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by EPS (EPS Work Product), in whole or in part, for purposes of this project (as described in an attached Work Order). This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials or compelled by legal process. CLIENT acknowledges that EPS Work Product was prepared by EPS solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of EPS (which EPS may withhold in its sole discretion), (i) use EPS Work Product for purposes unrelated to the Project, (ii) modify EPS Work Product, or (iii) disclose or distribute any EPS Work Product to any other person, firm, or entity. EPS shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. Confidentiality

Any reports, information, or data given to or prepared or assembled by EPS under this Agreement shall not be made available to any individual or organization by EPS without the prior written approval of the CLIENT. EPS is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. Amendments to the Contract

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. Disputed Invoices

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify EPS of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and EPS will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. Audits and Inspections

On reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. Compensation for Testimony and Preparation Thereof

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by EPS, by or against a third party, and CLIENT requests that EPS or a SUBCONSULTANT, (or if EPS or a SUBCONSULTANT is otherwise required) to testify, provide information, produce materials, or otherwise spend time on such action, then CLIENT shall pay EPS or SUBCONSULTANT for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. Termination of Agreement

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to EPS, on completion of any task described in the scope of services. In such event the CLIENT will pay to EPS the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based on any claim of EPS default, such payment shall include any sums withheld pursuant to this Agreement. In addition, EPS shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement previously incurred by EPS during the period of the Agreement, which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. Indemnification/Limitation of Liability

CLIENT agrees to release, indemnify, hold harmless, and defend EPS and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense, or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them may hereafter incur, suffer, or be required to pay by reason of any acts or omissions of Client in connection with its performance of this Agreement except as to claims arising from the sole negligence or willful misconduct of EPS.

EPS agrees to release, indemnify, hold harmless, and defend CLIENT and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense, or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them

may hereafter incur, suffer, or be required to pay by reason of any acts or omissions of EPS in connection with its performance of this Agreement except as to claims arising from the sole negligence or willful misconduct of CLIENT.

In cases of shared negligence, responsibility shall be in proportion to each party's negligence.

14. Nondiscrimination and Equal Opportunity

EPS and its SUBCONSULTANTS shall not unlawfully discriminate against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by EPS under this Agreement because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), gender, or gender orientation. EPS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of EPS thereby.

15. Standard of Performance

All work performed by EPS for CLIENT pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to experts in the field for which EPS's services are retained.

As in all projects of this type, the estimated results are based on the continued competent and efficient management by CLIENT. In addition, the conclusions reached by EPS are based on the assumption that no significant changes in project conditions will occur beyond those expressly discussed in EPS Work Product. EPS shall be able to rely on information provided to it by the CLIENT, and EPS shall have no responsibility to audit or otherwise verify such information.

16. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes, or other disasters.

17. Arbitration

Any disputes arising out of this agreement shall be resolved by arbitration in accordance with Part 3, Title 9 of the Code of Civil Procedure, commencing with section 1280. All of the provisions of section 1283.05 are incorporated into, made a part of, and shall be applicable to, this agreement to arbitrate, except subdivision (e) requiring that leave be granted by the arbitrator before the taking of depositions.

18. Governing Law

This contract will be governed by and construed in accordance with the laws of the State of California.

19. Notice

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective on receipt of notice of such change by the opposite party.