

Date:

1/18/2024

Description of Work- NTP 3R1: Fire Sprinkler D/B- Design Release, SWPPP Plan, Staffing to GMP		Amount Approved NTP 3R1	Amount Billed NTP 3R1 -Nov 2023	Notes
1. Design- Construction Administration Fees				
Construction Admin Fees		N/A	\$ -	Construction Admin Fees not included in this request - N/A
Subtotal 1. Design		\$ -	\$ -	
2. General Conditions Thru Nov 2023				
Staffing- Through November 2023		\$ 414,387	\$ 403,683	See RLWP in NTP3R1 & November & December 2023 Billings
General Requirements		N/A	\$ -	N/A
Subtotal 3. General Conditions		\$ 414,387	\$ 403,683	
3. Scope Section:				
Div 02 - Site Survey & SWPPP		\$ 4,500	\$ 4,500	SWPPP Plan Preperation
Div 21 - Fire Suppression		\$ 85,000	\$ 85,000	Fire Sprinkler Design for HCAi Submission
Div 31- Site Grading, Utilities, and Paving		\$ 1,877,640	\$ -	
Subtotal 3. Scope Section:		\$ 1,967,140	\$ 89,500	
Direct Construction Cost		\$ 2,381,527	\$ 493,183	
4. Fee- 5.9%				
5.90% Profit		\$ 116,061	\$ 5,281	Calculation Direct Costs
Subtotal 7. Fee- 5.9%		\$ 116,061	\$ 5,281	
5. Insurance/Bonds				
3.00% Bonds/Insurance		\$ 87,359	\$ 14,954	Calculation Direct Costs
Subtotal 8. Insurance/Bonds		\$ 87,359	\$ 14,954	
6. Reimbursables:				
Reimbursables- Projected		\$ 32,414	\$ 36,311	Actual Reimbursables
Subtotal 9. Reimbusables		\$ 32,414	\$ 36,311	
TOTAL NTP #3R1 Request		\$ 2,617,362	\$ 549,728	



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

DATE: 06/13/2023

CLIENT: Kaylee Gathard
The Boldt Company – Sacramento Office
1340 Blue Oaks Blvd
Roseville CA 95678

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

PROJECT: SWPPP Plan and Inspection

NS#: TBD

ADDRESS: Seneca District Hospital
130 Brentwood Drive
Chester, CA, 96020

APN: 100-110-029-000

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

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

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

B. GENERAL PROVISIONS:

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

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, plans, details, calculations, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.
3. **Changes in Work Product.** In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless

Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising there from unless caused by the sole negligence or willful misconduct of Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. The claim will be brought and tried in the County where Consultant's principal place of business is located; and
- B. The prevailing party will be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees.

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

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

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

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

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

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

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

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

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

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

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

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

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CONSULTANT:

BY: Lambert Lowe

TITLE: Senior Engineer

LICENSE NO. RCE 59077

SIGNED: _____

DATE: _____

CONSULTANT:

BY: _____

TITLE: _____

LICENSE NO. _____

SIGNED: _____

DATE: _____

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL & STANDARD RATE SCHEDULE



EXHIBIT "A"

SCOPE OF SERVICES

Consultant agrees to perform the following services:

Task 1: Storm Water Pollution Prevention Plan (SWPPP)

NorthStar will prepare a Storm Water Pollution Prevention Plan (SWPPP) that is in accordance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order 2010-0014-DWQ, NPDES NO. CAS000002. The SWPPP will be prepared by or under the supervision of a Qualified SWPPP Developer (QSD) who is qualified and knowledgeable about storm water pollution prevention methods and requirements and shall be signed by the preparer of the SWPPP.

NorthStar will complete the Notice of Intent in the Storm Water Multi Application and Report Tracking System" (SMARTS) for the property owner and will upload the plan as part of the Permit Registration Documents (PRD), provided we are added as a Data Submitter by the Owner. Upon completion of the PRD's, the Client will be responsible for the fee and the owner will certify the PRD's. The state should issue a Waste Discharge Identification (WDID) number as soon as the PRD's have been certified by the owner and the fees have been paid.

For the purpose of this task, training, installation, inspections/reports, repairs, annual reports and the Notice of Termination (NOT) are not included. LRP assistance during NOI certification is not included. Contractor requested changes to BMP's are not included in this task. If optional BPM's are requested, changes will be made based on the actual time to coordinate and make changes and will require additional cost. If requested NorthStar will re-scope to include the aforementioned tasks.

Task 2: SWPPP Transition to 2022 Construction General Permit (CGP)

If construction occurs after September 1 of 2025, a revision to the SWPPP will be required to be in accordance with the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order 2022-0057-DWQ, NPDES NO. CAS000002. NorthStar will complete the Change of Information in SMARTS for the property owner, provided we are added as a Data Submitter by the Owner.

For the purpose of this task additional training, installation, inspections/reports, repairs, annual reports and the Notice of Termination (NOT) are not included. LRP assistance during NOI certification is not included. Contractor requested changes to BMP's are not included in this task. If optional BPM's are requested, changes will be made based on the actual time to coordinate and make changes and will require additional cost. If requested NorthStar will re-scope to include the aforementioned tasks.

Tasks 3 A & B: Weekly SWPPP Inspections

This task assumes that construction starts July 23, 2023 and construction ends fully stabilized on November 30, 2025. Weekly Water Pollution Control inspections will occur each week as required by the Construction General Permit until a notice of termination has been approved by the Regional Water Quality Control Board or the Client terminates contact in writing. Additional pre/ post rain event inspections will occur as needed under this task and charged at the weekly rate for each post / pre-storm event. REAPs will be prepared as part of this Task. If required by the Construction Permit, field surface water samples will be taken for PH and Turbidity after a qualifying rain event when discharge occurs from the site and shall be included as part of this task. This task assumes the following construction schedule:

- 07/23/2023 to 11/30/2023
- 03/01/2024 to 11/30/2024
- 03/01/2025 to 09/01-2025



- 09/02/2025 to 11/30/2025

It is the assumption of this estimate that the site will be fully stabilized before each winter, NorthStar will be directed by Client to not do inspections when construction is not occurring during the winter months, preferably with the states understanding of this inspection schedule. Based on this assumption there will be for 97 weeks and 8 rain events. Based on this assumption there will be a total of 105 inspections over the three years.

If PH or Turbidity exceeds the limits set by the permit a NAL exceedance report will need to be filed.

Construction that occurs after September 1 of 2025, will require them to be conducted in accordance with the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order 2022-0057-DWQ, NPDES NO. CAS000002. Refer to Task 4.

NorthStar will inspect the Water Pollution Control (WPC) practices identified in the SWPPP.

1. Quarterly Visual Inspections – Quarterly Non-Storm Water discharge
2. Visual Inspection before a forecasted storm
3. Visual Inspection after precipitation that causes site runoff
4. Visual Inspection during extended precipitation, at 24- hours intervals
5. On a predetermined Schedule, a minimum of once a week

NorthStar will provide only support to the onsite WPC manager for the daily inspections of:

1. Storage areas for hazardous materials and waste
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities
4. WPC practices specified under "Construction Site management of the special provisions
5. Location of rain gage to be provided by onsite WPC Manager

It will be the responsibility of the onsite WPC manager to locate and quantify the installed WPC practices and locate and quantify the disturbed soil for active or inactive areas and not part of our scope. Upon receiving proper training, a Boldt Company staff member may be engaged to assist in weekly swppp site inspections. It is understood that when this occurs the staff member will do the following:

- 1) Walk the site per the SWPPP plan, follow the SWPPP requirements and provide, at a minimum, the following:
 - a) Pictures representing the site conditions (Minimum of 9 pictures)
 - b) Pictures at all discharge locations
 - c) Brief summary of the condition of erosion control measures and general current stage of construction

When this occurs, the Consultant will use the above information to prepare the SWPPP inspection report. When this occurs the unit cost for that site inspections may be **reduced by approximately 70%**. If the requested items are not received by Wednesday at noon, Consultant will have to complete inspection and the full unit price will be charged for that inspection. This type of assistance for SWPPP inspections is only available for weekly and pre-storm events. NorthStar will provide the inspections during and post-storm events.

For the purpose of this scope, daily monitoring, reporting as defined in the WPCP for daily monitoring, installation, repairs, construction site management, and the services for the onsite Water Pollution Control Manager (WPCM), health and safety review, sampling simulations, daily reporting, are not included. If requested, NorthStar will re-scope to include the aforementioned tasks. If a NAL exceedance report is needed additional work authorization for the \$500 / per occurrence will be required.



Deliverables: *One (1) PDF of inspection report will be e-mailed to the contractor and or the owner.*

SCHEDULE:

Within 48 hours (2 working days) after an inspection the inspection report will be completed and e-mailed to the contractor.

Task 4: Weekly SWPPP Inspections per 2022 CGP

This task assumes that construction will occur after September 1 of 2025 and construction ends fully stabilized on September 12 of 2025. Weekly Water Pollution Control inspections will occur each week as required by the 2022 CGP until a notice of termination has been approved by the Regional Water Quality Control Board or the Client terminates contact in writing. Additional pre/ post rain event inspections will occur as needed under this task and charged at the weekly rate for each post / pre-storm event. REAPs will be prepared as part of this Task. If required by the Construction Permit, field surface water samples will be taken for PH and Turbidity after a qualifying rain event when discharge occurs from the site and shall be included as part of this task. This task assumes construction for 13 weeks with 2 qualifying precipitation events. This will result in 13 weekly and 2o pre or post inspections. If a qualifying event occurs and PH or Turbidity exceeds the limits set by the permit, a NAL exceedance report will need to be filed. Inspection practices and responsibilities shall be continued from Task 3 under the 2022 CGP when construction occurs after September 1 of 2025.

For the purpose of this scope, daily monitoring, reporting as defined in the WPCP for daily monitoring, installation, repairs, construction site management, and the services for the onsite Water Pollution Control Manager (WPCM), health and safety review, sampling simulations, daily reporting, are not included. If requested, NorthStar will re-scope to include the aforementioned tasks. If a NAL exceedance report is needed additional work authorization for the \$600/ per occurrence will be required. Deliverables and schedule of reports shall not differ from Task 3.



Task 5: SWPPP Annual Report

Work under this task will include certification, monitoring and inspection results and uploading the information to SMARTS for acceptance. It is anticipated that this Job will start in July of 2023. This task assumes inspections and reporting for Through November 30, 2025. As a result, multiple annual reports will be needed. Therefore, additional annual reports will be billed based on the unit price per reporting year. It is the assumption of this task that the monitoring was completed by NorthStar. If monitoring is conducted by others, additional time may be needed for annual report. Such time will be billed based on the actual time and material to gather information needed for Annual Report.

Deliverables: *Upload documents (inspection reports into SMARTS) and send an email to owner notifying them that the Annual Report has been completed and is ready for reviews and certification in SMARTS.*

Schedule: NorthStar will complete the Annual Report prior to September 1 of each year or 30 days after the end of the job provided that the contractor gives NorthStar written notice that the job has been completed.

Task 6: Notice of Termination (NOT)

Work under this task will include preparing the Notice of Termination for certification by the owner. The NOT will be completed after the annual report has been completed and the site has been permanently stabilized and will qualify for a NOT. This task also includes completing the necessary items in SMARTS for final certification by the Client.

Deliverables: *One (1) Notice of Termination will be completed and uploaded into SMARTS for Client's review and certification.*

Schedule: NorthStar will be available to initiate work on the proposed tasks upon execution of a contract based on this proposal. NorthStar will complete the NOT within 15 days after the site has been permanently stabilized provided that the contractor gives NorthStar written notice that the job has been completed.

Task 7: SWPPP Amendments (Not Included)

The SWPPP will be modified and uploaded to SMARTS and the appropriate information will be completed in SMARTS. Amendments to the SWPPP will be needed based on the following criteria.

Amendments to the SWPPP shall be made when:

1. Change in work activities could affect the Discharge of pollutants.
2. SWPPP practices are added by change order work.
3. SWPPP practices are added at Contractors Discretion
4. Change in the amount of disturbed soil is substantial.
5. Objectives for reducing or eliminating pollutants in storm waste discharges have not been achieved
There is a permit violation.

Deliverables: *This task on not included in the scope. The cost for this task will be \$600.00 per each amendment*



EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: The fee to complete the Scope of Services is: **\$39,075.00** (Unit cost)

Task 1 Storm Water Pollution Prevention Plan (SWPPP)	\$ 3,000.00
Task 2 SWPPP Transition to 2022 Construction General Permit(CGP)	\$ 1,500.00
Task 3A Weekly SWPPP Inspections – Contractor Pics w/ 70% Reduction @ \$160 ea.	\$ 11,200.00
Task 3B SWPPP Inspections	
24 @ \$525/ea. Weekly	\$ 12,600.00
08@ \$525/ea. Rain	\$ 4,200.00
Task 4 Weekly SWPPP Inspections per 2022 CGP 3 @ \$725 ea.	\$ 2,175.00
Task 5 SWPPP Annual Reports 3 @ 1,300 ea.	\$ 3,900.00
Task 6 NOT 1 @ 500 ea.	\$ 500.00
Task 7 SWPPP Amendments @ \$600 ea. (Not Included)	\$ 0.00

RETAINER: A deposit is not required.

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



EXHIBIT "B"

STANDARD HOURLY RATES

Effective July 1, 2022 through June 30, 2023*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$230.00
Senior Managing Engineer/Surveyor	\$210.00
Senior Engineer/Surveyor	\$188.00
Associate Engineer/Surveyor	\$166.00
Assistant Engineer/Surveyor	\$145.00
Junior Engineer	\$125.00
Senior Designer/Technician	\$136.00
Associate Designer/Technician	\$115.00
Assistant Designer/Technician	\$ 95.00
One Person with GPS/Robotic (Party Chief)	\$185.00
Two-Person Survey Crew	\$250.00
Party Chief (Prevailing Wage)	\$325.00
Two-Person Survey Crew (Prevailing Wage)	\$230.00

Architecture

	<u>Hourly Rate</u>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00

Planning/Environmental/GIS

	<u>Hourly Rate</u>
Principal Planner	\$175.00

Administrative

	<u>Hourly Rate</u>
Project Management	\$165.00
Administrative	\$100.00

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year



Seneca Healthcare: Replacement Hospital & Skilled Nursing Facility

BID TABULATION FOR:

Fire Suppression

COMPANY NAME		PROJECT SF	45,015 sf	Cosco Fire Protection	Overhead Fire Protection	Declined to Bid See Attached Report
Trade (I.E. Steel, Concrete, Etc.) Contact Name (First / Last) Phone # Bond Rate				Fire Suppression Kyle Nixon (916) 871-5269 n/a	Fire Suppression Chris Reyes (775) 842-3444 n/a	
BASE BID						
1	Fire Suppression			\$ 475,000	\$ 287,350	
2	Submittal Lead Times			4 Weeks	8 Weeks -After Prequal	
3	Procurement Lead Times			n/a	n/a	
4	Procurement Cost for Long Lead Items			n/a	n/a	
BIDDING REQUIREMENTS						
1	Bid Form Complete			Y	Y	
2	Project & Trade Specific Document Acknowledgement			Y	Y	
3	Acknowledgement - Addendums 001			Y	Y	
4	Acknowledgement - Subcontract Draft			Y	N	
5	Acknowledgement - Schedule			Y	Y	
6	Prequal Status			Approved	Not Submitted	
7	Prevailing Wage / Skilled & Trained			Y	Y	
SCOPE CLARIFICATIONS						
Fire Suppression						
1	Wet Systems			Included	Included	
2	Preconstruction & Design			\$ 61,250.00	\$ 12,500.00	
3	BIM Modeling & Management			\$ 23,750.00	\$ 30,000.00	
4	Dry Systems at Exterior Overhangs			\$ 48,500.00	\$ 60,000.00	
5	Preconstruction & Design			\$ 11,500.00	\$ 11,500.00	
6	BIM Modeling & Management			Y	Y	
7	Material Escalation			Y	Y	
8	Freeze Protection @ Canopies			Y	\$ 55,000.00	
9	Caulking & Sealants as required for Scope of work			Y	\$ 12,000.00	
10	Lifts & Scaffolding as required for Scope of Work			Y	\$ 18,000.00	
11	Pipe Fittings level as required			Y	\$ 42,125.00	
12	Fire Pump Required			N - Verified	\$ 100,000.00	
BASE BID				\$ 620,000	\$ 628,475	
TOTAL				\$ 620,000	\$ 628,475	
\$ / SF				\$ 13.77	\$ 13.96	
Alternates						
A1	Fire Pump - Design & Construction			\$ 98,500	\$ 100,000	

The Boldt Company

Bidder List



104619

Seneca Healthcare District: Replacement Critical Access Hospital, Skilled Nursing & Outpatient

02 11 00 : Fire Protection Design Build Services

Lead: Kaylee Gathard

Name	Email	Phone	Cell	Status	Bid
BIM Engineering U S		--		Not Bidding	--
Chetan Mogal	sales@bimengus.com	+1 703-994-4242	--	Invited	
Cal West Fire Protection		--		Not Bidding	--
GONZALO Pena	gpena@cal-westfire.com	+1 714-912-4552	+1 714-497-7227	Invited	
California Fire Systems, Inc.		--		Not Bidding	--
Rod Stufflebean	rodcsfi@yahoo.com	+1 530-888-7004	+1 916-417-6169	Invited	
william mccowan	billmcsfi@yahoo.com	+1 530-888-7004	--	Invited	
Complete Fire Solutions Inc		+1 949-302-4259		Not Bidding	--
Matt Bulian	matt@completefiresolutionsinc.net	--	--	Invited	
Consolidated Fire Protection		+1 949-727-3277		Not Bidding	--
Howard Hsu	hhsu@cfpfire.com	+1 949-777-0245	--	Invited	

Cosco Fire Protection, Inc.		--		Bidding	--
Estimating Email	info@coscofire.com	+1 858-444-2000	--	Invited	
Kyle Nixon	knixon@coscofire.com	+1 916-871-5269	--	Viewed	
Miles Morris	mmorris@coscofire.com	+1 916-871-0354	--	Invited	
Du-Mor Fire System, Inc.		+1 530-878-9055		Not Bidding	--
Annie Larsen	annie@dumorfiresystems.com	+1 530-878-9055	--	Invited	
Walter Morrill	walter@dumorfiresystems.com	--	+1 916-390-7751	Viewed	
F.E. Moran Inc.		+1 847-421-7929		Not Bidding	--
Yolanda Troxell	yolanda.troxell@femoran.com	+1 847-421-7929	--	Invited	
Fault Line Plumbing, Inc.		+1 925-443-6450		Not Bidding	--
Sean Collins	scollins@faultlineplumbing.com	+1 925-443-6450	--	Invited	
Firestop Company		+1 360-718-8604		Not Bidding	--
Richard Binder	richard.binder@firestopco.com	+1 503-568-6235	--	Invited	
Foothill Fire Protection		+1 530-826-3013		Not Bidding	--
Greg Stedman	gstedman@ffprotection.com	+1 916-824-9242	+1 916-824-9242	Viewed	
Frontier Fire Protection Inc.		+1 916-488-2052		Not Bidding	--
Phil Sawtelle	phil@frontierfp.com	+1 530-524-1352	--	Invited	
HCI Systems, Inc		+1 909-628-7773		Not Bidding	--
Daniel Downs	ddowns@hcisystems.net	+1 909-628-7773	+1 909-680-2774	Invited	
Immoos Fire Protection		+1 916-714-7307		Not Bidding	--
Todd Immoos	julia@immoosfire.com	+1 916-714-7307	--	Invited	
Todd Immoos	todd@immoosfire.com	+1 916-714-7307	+1 916-714-7308	Invited	

Jet Industries		+1 503-363-2334		Not Bidding	--
Estimating Department - Katie Over...	estimating@jetindustries.net	+1 503-363-2334	+1 503-798-4469	Invited	
Marquee Fire Protection		+1 916-641-7997		Not Bidding	--
Jeff Awtrey	jeff@marqueefire.com	+1 916-641-7997	--	Invited	
Katie Hintz	katie.hintz@marqueefire.com	--	--	Invited	
Theresa Gamble	theresa.gamble@marqueefire.com	+1 916-641-7997	--	Invited	
Millennium Fire Protection Corporation		+1 760-722-2722		Not Bidding	--
Jonathan Mayhew	jmayhew@mfpcc.us	+1 760-889-7260	--	Invited	
Overhead Fire Protection, Inc.		--		Bidding	--
Rich Haffke	rich@overheadfire.com	+1 775-856-3444	+1 775-856-3555	Viewed	
Pacific Valley Fire Protection Inc		+1 916-851-1863		Not Bidding	--
Roger Arrieta	roger@pacificvalleyfire.com	+1 916-851-1863	+1 916-851-1727	Viewed	
Presidential Fire Protection, Inc.		+1 916-379-9199		Not Bidding	--
Bill Conrado	bill@presidentialfireprotection.com	+1 916-379-9199	+1 916-224-4890	Viewed	
Quick Action Fire Protection		+1 916-612-5910		Not Bidding	--
Richard Quick	rquick@quickactionfireprotection.com	+1 916-612-5910	+1 916-612-5910	Invited	
RCM Fire Protection Inc.		+1 209-833-8228		Not Bidding	--
Glen Austin	gaustin@rcmfire.com	+1 510-815-5025	--	Invited	
Shambaugh & Son LP		+1 702-832-4545		Not Bidding	--
Dominic Bosco	dbosco@shambaugh.com	+1 702-832-4544	+1 714-294-8926	Invited	

Statewide Fire Protection		+1 702-737-1055		Not Bidding	--
David McManus	dave.mcmanus@wsfp.us	+1 702-737-1055	--	Invited	
Thorpe Design		+1 925-634-5758		Not Bidding	--
--	info@thorpedesign.com	+1 925-634-5758	--	Invited	
Thorpe Design		+1 925-634-5758		Not Bidding	--
Jose Gonzalez	jgonzalez@thorpedesign.com	+1 925-584-0096	--	Viewed	
Top Line Fire Protection, Inc.		+1 949-299-7949		Not Bidding	--
Christian Flores	tlfp@toplinefireprotection.com	+1 949-382-6493	+1 949-382-6500	Invited	
West Coast Fire Protection Systems		+1 530-823-5022		Not Bidding	--
Mike Nicholson	mike@westcoastfire.com	+1 530-823-5022	+1 916-215-5861	Invited	
Western States Fire Protection Company (nka APi Group Life Safety USA, LLC)		+1 775-359-0396		Bidding	--
--	kasey.thelander@deltafiresystems.us	--	--	Invited	
Kasey Thelander	kasey.thelander@deltafiresystems.com	--	--	Viewed	
darrin tuxon	darrin.tuxon@deltafiresystems.us	+1 775-440-6014	--	Invited	
Wolverine Fire Protection		+1 810-686-4630		Not Bidding	--
Martin Corcoran	martyc@wolverinefp.com	+1 810-686-4630	--	Invited	

**104619 SENECA REPLACEMENT HOSPITAL
REIMBURSABLES SUMMARY REPORT**

DATE	VENDOR	DESCRIPTION	AMOUNT
03/13/2023	Ya Ying Gin	Postage	\$ 8.13
04/15/2023	UPS	PG&E overnight for Temp Pwr Application	\$ 40.06
05/09/2023	Card Services Comdata	MEALS 3/10-PANERA BREAD	\$ 277.62
05/16/2023	Lake Almanor Brokers	June 2023 Rent	\$ 2,000.00
06/06/2023	Lake Almanor Brokers	July 2023 Rent	\$ 2,000.00
06/12/2023	BPX Printing & Graphics	Printing Services	\$ 163.07
06/20/2023	BPX Printing & Graphics	Printing Services	\$ 439.71
07/20/2023	ARC Document Solutions LLC	Hard Hat Stickers	\$ 249.42
07/31/2023	ARC Document Solutions LLC	Printing Services	\$ 581.03
08/02/2023	Card Services Comdata	GATE KEY CARD-LAKE ALMANOR COUNTRY CLUB	\$ 130.00
08/04/2023	BPX Printing & Graphics	Printing Services	\$ 704.63
08/09/2023	Stephanie Geringer	Job Non-Meal Expenses	\$ 88.38
08/29/2023	Lake Almanor Brokers	PG&E house rental charges July 2023	\$ 130.76
10/17/2023	BPX Printing & Graphics	Printing Services	\$ 1,368.59
10/17/2023	UPS	UPS charges	\$ 131.10
11/15/2023	Touchplan - 2023-139	Touchplan - 2023-139	\$ 4,360.00
12/05/2023	Card Services Comdata	MEALS 10/19-PANERA BREAD	\$ 326.66
12/05/2023	Card Services Comdata	CERTIFIED MAIL-U.S. POSTAL SERVICE	\$ 5.01
07/01/2023	Lake Almanor Brokers	August 2023 Rent	\$ 2,000.00
08/01/2023	Lake Almanor Brokers	PG&E Charges 6/5-7/4/2023	\$ 80.90
08/01/2023	Lake Almanor Brokers	September 2023 Rent	\$ 2,000.00
08/24/2023	Ogletree Deakens Nash Smoak	California Prevailing Wage Act	\$ 774.50
09/12/2023	Lake Almanor Brokers	October 2023 Rent	\$ 2,000.00
10/25/2023	Brianna Falor	Job Non-Meal Expenses	\$ 199.80
10/25/2023	Brianna Falor	Job Meals	\$ 13.50
10/25/2023	Brianna Falor	Job Meals	\$ 68.77
10/25/2023	Brianna Falor	Job Meals	\$ 5.75
01/16/2023	HGA	Reimbursables	\$ 9.00
02/13/2023	HGA	Reimbursables	\$ 159.09
04/07/2023	HGA	Reimbursables	\$ 3,487.28
05/13/2023	HGA	Reimbursables	\$ 3,464.65
05/25/2023	HGA	Reimbursables	\$ 826.43
06/26/2023	HGA	Reimbursables	\$ 2,701.79
07/25/2023	HGA	Reimbursables	\$ (409.67)
08/23/2023	HGA	Reimbursables	\$ 2,910.49
12/06/2023	HGA	Reimbursables	\$ 3,014.29
TOTAL DUE			\$ 36,310.74