



024059.00

December 30, 2024

Mr. Allan Homme
Chester Public Utility District
P.O. Box 503
251 Chester Airport Road
Chester, California 96020

Dear Allan:

**SUBJECT: PROPOSAL TO UPDATE THE RISK MANAGEMENT PLAN (RMP)
FOR THE CHESTER WASTEWATER PLANT, PLUMAS COUNTY, CA**

Per your request, Lawrence & Associates (L&A) is providing this Proposal to update the Risk Management Plan (RMP) that is subject to the California Accidental Release Program (Cal-ARP) for the existing wastewater treatment plant (facility) located at 881 First Avenue, Chester, California for the Chester Public Utility District (PUD).

Background

The facility has an existing RMP prepared by L&A dated February 17, 2016 (2016 RMP). The 2016 RMP was prepared, distributed to, and accepted by the Plumas County Environmental Health Department (PCEHD) in 2016. The PCEHD inspected the facility in December 2018 and issued an un-dated 5-page CalARP Inspection Report to the facility outlining several corrections for the RMP. The primary corrections pertained to the presence of Sulfur Dioxide (SO₂) not identified in the previous RMP and correction to the hazard review component of the RMP. The RMP was subsequently updated, reviewed by the PCDEH, and the RMP was finalized in September 2020 to address the requested corrections. Other minor modifications were made in 2021.

The PUD has requested addition of sodium bisulfite to the material as an alternate to gaseous SO₂ and the RMP will need to be updated to include this material. Subsequent to the 2021, all of the regulatory section numbers have changed and regulatory references will need to be updated.

A site visit will be required to review the existing conditions at the facility as part of performing an updated Hazard Review assessment (to be coordinated in advance and at the concurrence of the PCEHD).

Scope of Work – Update RMP

Items to be completed or coordinated by the PUD include the following:

1. Update regulatory references.
2. Revise Hazard Review Assessment in Section 1.1.
3. Add handling of barrels to Accidental Release Prevention in Section 1.2.
4. Add maintenance of sodium bisulfite injection equipment into Section 1.3.4 – Maintenance.
5. Update 5-year accident history in Section 1.3.6, if needed.
6. Update Facility Description in Section 3.0 to include sodium bisulfite.
7. Update Section 4.1 to include sodium bisulfite.
8. Update subsequent sections to include sodium bisulfite.
9. Add a Safety Data Sheet to Appendix A1.
10. Add a Design Conditions/Parameters Sheet to Appendix A2.
11. Add an SOP sheet for sodium bisulfite to Appendix A3.
12. Perform a site visit and update the audit form in Appendix B and Quality Performance Verification in Appendix E.
13. Revise Off-Site Consequences Assessment in Appendix C and Tables 1 through 3.
14. Revise Appendix D-1 to include sodium bisulfite.
15. Provide a draft to the Client for review and address Client comments.
16. Provide an updated copy for submittal to the County.
17. Address County comments.

We assume that the County will have minimal comments and our estimate does not include budget for excessive agency comments and comment events.

Estimated Cost and Schedule

The specific task items are shown on **Attachment A** and include a breakdown of estimate levels of effort based on information known at the time of preparing this Proposal. Because addition of sodium bisulfite requires changes to most of the document and appendices, this considered a major revision. The estimated total cost for the RMP update is **\$9,256**.

Thank you for the opportunity to work with the facility on this matter. Should you have any questions on this Proposal, please do not hesitate to contact me at (530) 275-4800 or by email me at ccoles@lwrnc.com.

Sincerely,

A handwritten signature in black ink that reads "Clayton Coles". The signature is written in a cursive, flowing style.

Clayton Coles
Principal Engineering Geologist

enc.: Contract for Services (to sign and return)
 Provisions (to initial and return)
 Attachment A – Cost Estimate
 Attachment B – Fee Schedule



AUTHORIZATION AND CONTRACT FOR PROFESSIONAL SERVICES

Date: December 30, 2024 **Project Number:** 024059.00
Project Name: Chester PUD, RMP Update
Client: Chester PUD **Contact:** Mr. Allan Himme
251 Chester Airport Road
Chester, CA 96020
Telephone: (530) 258-2171 **Fax:** (530) 258-2064 **Email:** ahomme@chesterpud.org

Client hereby requests and authorizes Lawrence & Associates to perform the following services described in the attached cover letter: Provide professional consulting to update the Risk Management Plan (RMP) for the Chester wastewater facility, as indicated in the cover letter for this authorization.

Compensation to be on the basis of: Time and expense in accordance with the Cost Estimates (**Attachment A**), and if additional work is required, it will be in accordance with the Fee Schedule, **Attachment B**. Additional work will not be conducted without authorization from the Client. Estimated cost is not to exceed \$9,526.

Miscellaneous: In the event additional work is requested outside of the scope described in this Authorization and Contract, a request for authorization to perform additional work under this Authorization and Contract may be prepared and submitted for approval by the Client.

This authorization subject to PROVISIONS stated on the following page.

Approved for CLIENT

Accepted for LAWRENCE & ASSOCIATES

Authorized Representative and/or Agent for client

**Print
Name**

By

Name

Clayton Coles

Title

Title

President

Tax ID

P.M.

Clayton E. Coles

Date

Date

This cost estimate valid for 90 days from issue.

PROVISIONS

1. **Authorization to Proceed** Signing this form shall be construed as authorization by Client for Lawrence & Associates (L&A) to proceed with the work unless otherwise provided for herein.
2. **Direct Expenses** L&A's direct expenses shall be those costs incurred on or directly for the Client's Project, including, but not limited to, necessary transportation costs such as mileage, meals, lodging, laboratory tests and analyses, computer services, telephone, printing, and binding charges. Reimbursement for these expenses shall be on the basis of the attached Schedule of Fees.
3. **Outside Services** When technical and professional services and subcontracted labor and equipment are furnished by an outside source, reimbursement for these expenses shall be on the basis of the attached Schedule of Fees. L&A may require the client to contract and pay for these services directly.
4. **Professional Standards** L&A shall be responsible to the level of competency presently maintained by other practicing professional engineers in the same type of work in Client's community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Authorization. L&A and/or David A. Lawrence, Inc. makes no other warranty, express or implied.
5. **Termination** Either Client or L&A may terminate this Authorization by giving 30 days written notice to the other party. In such event, Client shall immediately pay L&A in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization, except for the provisions of paragraphs 4, 6, 7, and 8, which shall continue in effect as provided by law.
6. **Arbitration** All claims disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration. Either Client or L&A may initiate a request for such arbitration. No arbitration arising out of, or relating to, this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not party to this Authorization.
7. **Hold Harmless** Client agrees at all times to defend, indemnify, hold harmless, and provide all legal defense and related services to L&A and/or David A. Lawrence, Inc., its officers, agents and/or employees (hereinafter collectively "Lawrence") for any and all claims, expenses, demands, causes of action, liability, loss or injury regardless of their nature or character in any manner whatsoever arising out of (1) any third person's use or reliance on the work performed under this agreement, (2) any alleged or proven negligent act or omission of Lawrence, or (3) any litigation or arbitration or the like regarding the work performed under this agreement involving third persons not parties to this agreement and L&A and/or David A. Lawrence, Inc.
8. **Litigation** Liability for damages proximately caused by L&A and/or David A. Lawrence, Inc. resulting from breach or improper performance of this agreement shall be limited to cancellation of the sums due and owing or recovery of the sums already paid to L&A by Client. In the event the Client makes a claim against L&A and/or David A. Lawrence, at law or otherwise, for any alleged error, omission or other act arising out of performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs incurred by L&A in defending itself against the claim. All attorney's fees and other legal fees spent by L&A to recover contracted costs shall be paid by the Client or shall be a recoverable item of damage in litigation.
9. **Jurisdiction** Any action filed regarding this Authorization must be filed with the Superior Court of the County of Shasta, California. Any subsequent agreement shall be deemed to have been entered into in Shasta County, California; all questions of the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to the Authorization shall be governed by California law.
10. **Electronic / Facsimile Transmittal** An electronic or facsimile transmittal of this signed authorization shall be deemed to be as an original.
11. **Severability** If any portion of this Authorization is found to be invalid, the remaining provisions shall not be invalidated and shall remain in full force and effect.
12. **Authorization Preparation** It is agreed and understood by the parties that this Authorization has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this Authorization within the meaning of Civil Code section 1654.
13. **Payment Terms** Unless stated in writing, all invoiced charges are due in full within 10 days of the invoice date.
14. **Stop Work** Unless otherwise stated, if invoiced charges are not paid within 15 days of the invoice date, at our election, we will stop all work until the account is brought current, or we will withdraw from this Authorization. Client acknowledges and agrees that we are not required to continue work in the event of Client's failure to pay on a timely basis for services rendered as required by this Authorization. Client further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this Authorization, we shall not be liable to Client for any damages that occur as a result of our ceasing to render services.
15. **Service Charges & Collection Fees** Invoiced charges not paid within 30 days of the invoice date will be assessed a 1.5% service charge per month or the maximum allowed by law. The service charge will be assessed on the full balance owing, including past services charges. Returned checks will be assessed a \$20 returned-check fee or the maximum allowed by law. If L&A incurs any fees associated with collecting past-due amounts from Client, the Client shall be liable for those fees and they will be added to the balance owing.

End of provisions

By signing below, the undersigned represents that he/she understands the foregoing terms of the contract and hereby agrees to the same.

Signed _____

Chester PUD - Risk Management Plan (RMP) Update

TOTAL ESTIMATED COST	\$9,256
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Note: Our commitment is to the total project budget. Work-hour and staff allocations to individual activities are approximate, and are shown to indicate approximate level of effort. The maximum indicated total fee will not be exceeded without written authorization.



ATTACHMENT B - SCHEDULE OF FEES

EFFECTIVE JANUARY 1, 2025

Professional Services

Engineering Geologist/Hydrogeologist	
Principal.....	\$195/hour
Senior.....	\$175/hour
Associate.....	\$150/hour
Staff	\$145/hour
Assistant	\$130/hour
Engineer	
Principal Engineer	\$215/hour
Senior Registered Civil.....	\$190/hour
Associate Registered Civil.....	\$165/hour
Staff Civil	\$145/hour
Assistant Civil.....	\$135/hour
Engineering Technician	\$110/hour
Project Manager	\$145/hour
Environmental Assessor (Level I).....	\$140/hour
Environmental Assessor (Level II)	\$130/hour
AutoCAD Operator (Level I).....	\$110/hour
AutoCAD Operator (Level II).....	\$100/hour
Field Technician.....	\$105/hour
Laborer.....	\$85/hour
Tank Fund Administrator	\$85/hour
Clerical.....	\$85/hour
Travel Time.....	\$100/hour

Deposition and Court Appearances

Minimum charge.....	\$1600 part or full day
Deposition or Court Appearance Rate	\$250/hour
Preparation at consulting-service rates.....	as listed above

Drilling Services (CME-55 drilling rig)

7-5/8 and 9-5/8-inch OD augers with operator and helper	(See drilling schedule of fees)
Mobilization.....	

Other In-House Equipment

Test pumps (submersible, through 5 HP).....	quoted/job
Campbell 21X data loggers w/ transducers (water and gas)	quoted/job
Conductivity, oxygen, temperature and dissolved oxygen probes	quoted/job
Meteorological station (wind direction and velocity)	quoted/job
Gas-extraction and air-monitoring pumps.....	quoted/job
Mileage	\$0.70
Mileage (drilling rig).....	\$1.00
Per diem – Northern CA/Oregon (per person/day; may vary dep. upon location)	\$200/night
Per diem – Southern CA (per person/day; may vary dep. upon location).....	\$250/night
Level D protection (per person/day)	\$30/day
Survey equipment (per day).....	\$50/day
GPS Survey (per day)	\$150/day

Expenses, Materials, Outside Services

(All direct-job related expenses: reproduction, rental equipment, materials, subcontracted labor and equipment).....	at cost + 15%
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