

## **AGREEMENT FOR DESIGN SERVICES FOR SOUTH LAKEPORT WATER PROJECT**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and NEXGEN Utility Management, Inc., hereinafter referred to as "Contractor", collectively referred to as the "parties".

**1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, NEXGEN Utility Manage shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A/B at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A/B/C/D, the Agreement shall prevail.

**2. TERM.** This Agreement shall commence on \_\_\_\_\_ 20\_\_, and shall terminate on October 31, 2018, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

**3. COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit "B" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed Forty Nine Thousand Two Hundred and no/100 Dollars (\$49,200.00).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "C" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

**4. TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon Thirty (30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

**5. MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Special Districts Administrator

**6. NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake  
Special Districts  
230 N. Main Street  
Lakeport, CA 95453  
Attn: Jan Coppinger, Administrator

Contractor  
NEXGEN Utility Management  
4010 Lennane Drive  
Sacramento, CA 95834  
Attn: Vincent Yee, President

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**7. EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Definitions – (*Not applicable*)  
Exhibit B – Scope of Services  
Exhibit C – Fiscal Provisions  
Exhibit D – Compliance Provisions

**8. TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

**9. INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on \_\_\_\_\_.

COUNTY OF LAKE

CONTRACTOR

\_\_\_\_\_  
CHAIR, Board of Supervisors

\_\_\_\_\_  
Vincent Yee, President  
NEXGEN Utility Management

ATTEST:  
CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

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**EXHIBIT “A” – DEFINITIONS**

*(Not applicable)*

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**EXHIBIT “B” – SCOPE OF SERVICES**

**1. CONTRACTOR RESPONSIBILITIES.**

1.1 Provide a Preliminary Engineering Report and intermittent deliverables in accordance with the requirements of the RFP (attached as Exhibit E), Contractor’s Proposal (attached as Exhibit F), and Contractor’s Cost Proposal (attached as Exhibit G).

**2. RESERVED**

**3. RECORDS RETENTION.** Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

**4. RESERVED**

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**EXHIBIT “C” – FISCAL PROVISIONS**

**1. CONTRACTOR’S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

**2. INVOICES.**

2.1 Contractor’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

**3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

**4. RESERVED**

**5. RESERVED**

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**EXHIBIT “D” – COMPLIANCE PROVISIONS**

**1. INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.

**2. NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

**3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

**4. AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

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**5. INDEMNIFICATION AND HOLD HARMLESS.**

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive the termination of the Agreement.

**6. STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

**7. INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

**8. DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 15 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

**9. INSURANCE.**

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in

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connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.



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9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

**10. ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

**11. ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

**12. PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

**13. INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result Agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

**14. OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

**15. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

**16. ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

**17. HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

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**18. SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

**19. JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

**20. RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

**21. NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

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**EXHIBIT “E” – REQUEST FOR PROPOSALS**

# REQUEST FOR PROPOSALS FOR DESIGN SERVICES FOR SOUTH LAKEPORT WATER PROJECT

## **BACKGROUND**

The South Lakeport Area consists of 61 parcels along South Main Street and the Soda Bay Road corridor. The area begins on South Main Street at the end of the Lakeport City Limits and extends along South Main Street and Soda Bay Road to Manning Creek. The parcels vary in size from 6,000 S.F. to 26 acres. The parcels are primarily commercial and their water supply consists of individual wells that have poor water quality and limited quantities in some locations. Full build out will result in a water demand in excess of 200 EDU's.

The County of Lake has identified an interest to increase reliability, availability and water quality for the South Lakeport Area. Therefore, the County has previously commissioned a Feasibility Study (2012) to investigate and determine costs, benefits and feasibility of establishing a dedicated drinking water and fire protection water supply system to serve the parcels in the South Lakeport Area.

The 2012 Feasibility Study developed options for connection to the existing Kelseyville/Finley water system, development of a new municipal well, treatment and storage, and analysis of those options. The purpose of this RFP is to review the 2012 Feasibility Study and other available documents, consider additional options, and bring into focus a cohesive, comprehensive approach to providing a reliable water supply to the South Lakeport area.

The following information is available to support the completion of a Report:

- 1) Feasibility Study for the Proposed South Lakeport Water System, August 2012
- 2) Map of Finley and Kelseyville water systems with well locations

The reconstruction and widening of South Main Street and Soda Bay Road is presently in the design phase and construction is anticipated in 2019. This reconstruction project is in the same area as the proposed South Lakeport Water System. The reconstruction project will also include drainage improvements and possibly the undergrounding of power, telephone and TV. The area is presently served by an existing sanitary sewer collection system.

Much of the present land use of the proposed South Lakeport Project consists of low water use development. Some of the property is undeveloped. It would be reasonable to assume that with the reconstruction of South Main Street and Soda Bay Road, the existence of a Sanitary Sewer Collection System and the installation of a Water System, the land use would change over the next several years to one of more intense and desirable commercial and light industrial use. Also, the undeveloped land will be more likely to develop at an earlier date.

The proposed South Lakeport Water System Area is shown on Figure 1.

Funding for the project is anticipated to be a grant from the United States Department of Agriculture (USDA) and/or the State Water Resources Control Board (SWRCB) through the Clean Water State Revolving Fund (CWSRF). Therefore, the preparation of design documents must follow the USDA's policies, guidelines and format for a Preliminary Engineering Report as well as those required by the SWRCB.

## **Scope of Work and Schedule**

Lake County Special Districts Administration (District) is seeking the services of a qualified engineering consultant to prepare a Report based on an analysis of the 2012 Feasibility Study and the documents noted above in order to prioritize the available alternatives and finalize a list of elements and

components to be included in the project design consistent with the (USDA) and (SWRCB) grant requirements. The final scope will be negotiated with the District prior to commencing with the Report.

Options shall be evaluated in terms of design capability, ease of operation, life cycle costs/present worth costs, capital and O & M costs. The Report shall include a summary of alternatives evaluated, selection of the preferred alternative, basis of design, opinion of probable construction cost and annual O & M cost. Both the Report and the Final Design and Contract Documents will be reviewed by the USDA and the State Water Resources Control Board-CWSRF Division of Financial Assistance.

Project components to be considered shall include, but not be limited to the following:

<b>FEASIBILITY STUDY:</b>	
1	Water demand projections at full build out
2	Assess water distribution options. This could include such items as existing distribution mains and service connections, storage capacity, interconnecting pipelines. Cost estimates for construction, engineering, permitting and funding.
3	Assess water supply options. This may include new wells, an intertie with Kelseyville/Finley system, additional storage, new pumping options including booster pumps, water quality issues, and treatment options.
4	Assess staffing needs and O&M capabilities, property and easement needs, LAFCO process, CEQA, customer rate structure for various options.

<b>Meetings</b>	<ul style="list-style-type: none"> <li>Kick Off Meeting</li> </ul>
<b>Deliverables</b> 2 weeks after contract execution	<ul style="list-style-type: none"> <li>Contact information of selected consultant</li> </ul>

<b>Meetings</b>	<ul style="list-style-type: none"> <li>50% completion Meeting</li> </ul>
<b>Deliverables</b> 10 weeks after contract execution	<ul style="list-style-type: none"> <li>Map of conceptual water system</li> <li>Identification and details of system infrastructure</li> </ul>

<b>Meetings</b>	<ul style="list-style-type: none"> <li>80% Completion Meeting</li> </ul>
<b>Deliverables</b> 18 weeks after contract execution	<ul style="list-style-type: none"> <li>Revised area map of conceptual water system</li> <li>Preliminary feasibility report with recommendations for distribution options, supply options, storage and treatment options.</li> </ul>

<b>Meetings</b>	<ul style="list-style-type: none"> <li>Presentation of Report Findings</li> </ul>
<b>Deliverables</b> 24 weeks after contract execution	<ul style="list-style-type: none"> <li>Report of Findings &amp; Recommendations in Feasibility Study</li> </ul>

Consultant shall provide ten hard copies of the final report along with an electronic format of the final report.

## **PROPOSAL CONTENTS**

Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in this RFP. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of thirty (30) pages (sheets of paper, double sided is acceptable),** including an organization chart, staff resumes and appendices, and cover letter. **NOTE:** Dividers, Attachments included in this RFP which are required to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the thirty (30) page limit.

Each proposal shall be sealed within a single package and be clearly marked "REQUEST FOR PROPOSALS FOR DESIGN SERVICES FOR SOUTH LAKEPORT WATER SYSTEM". Within the sealed proposal package, the Cost Proposal shall be **separately sealed** from the Work Proposal; only one copy is required. The cost proposal will include specific staff (or positions) assigned to each task, number of hours by position, billable rate and total cost for each task in a tabular format. The cost proposal shall use the same format as the consultant proposes to use for billing invoices.

**Proposals not meeting the above criteria may be found to be non-responsive.** The cost of developing the proposal, attending an interview, or any other related costs are entirely the responsibility of the proposing firm, and will not be reimbursed in any manner.

## **PRE-PROPOSAL CONFERENCE**

**There will be no pre-proposal conference.** In lieu of a conference, please submit any questions regarding this project via email by February 27, 2018 at 3:00 p.m. to Scott Harter at Lake County Special Districts Administration, 230 N. Main St., Lakeport, California, 95453. An Addendum to the RFP addressing all submitted questions will be sent via email no later than 5:00 p.m. Friday, March 2, 2018 if questions are received.

## **PROPOSAL SUBMITTAL REQUIREMENTS**

Proposals shall be received by the County **no later than 3:00 p.m. on Wednesday, March 14, 2018.** Ten bound hard copies of the proposal shall be submitted to Scott Harter at Lake County Special Districts Administration, 230 N. Main St., Lakeport, California, 95453.

## **EVALUATION OF PROPOSALS**

### **General**

For this project, the Lake County Special Districts (District) will comply with the County's requirements concerning consultant selection as outlined in the County's Consultant Selection Board Policy. Staff will follow this set procedure in determining the best qualified consultant to perform the work solicited.

The items listed below will be used to evaluate the written proposals and to arrive at a selection. At the option of the County, interviews may be used as a part of the selection process. The preliminary selection will be made by a Consultant Selection Board.

The District will enter into negotiations with the firm receiving the highest recommendation of the Consultant Selection Board. If such negotiations are not successful, negotiations will then be entered into with the firm receiving the next highest recommendation.

### **Evaluation Criteria**

Firms are requested to prepare their proposals such that they correspond to, and are identified with, the following specific evaluation criteria:

#### **1. Project Understanding (30 POINTS):**

Convey a thorough understanding of the Project and adequate familiarity with the project area and water system design.

Familiarity with the State Water Resources Control Board Division of Drinking Water, familiarity with the requirements of the USDA and experience with providing similar services on similar projects for similar localities and local agencies in accordance with State and local agency requirements.

Clearly identify key or critical issues related to the Project and propose a potential approach to addressing each key or critical issue.

Provide a detailed scope of work identifying all tasks and sub-tasks required to successfully prepare the feasibility study. Identify the deliverables to the County as each task is being completed.

## **2. Project Manager Qualifications (30 POINTS):**

Provide the name and qualifications of the Project Manager who will be assigned to the Project, total years of experience, and the number of years employed with the current firm.

Identify the total number of related projects the Project Manager has, assigned as a project manager, successfully **completed** for local agencies. Identify the number of these projects that were similar in scope; identify projects that were funded through USDA or SWRCB. Provide completion date, description, location, lead agency (include contact information), and the local agency Project Manager for each project.

Describe the Project Manager's commitment to other projects and availability for the Project.

Describe Project Manager's familiarity with the South Lakeport area and Lake County Special Districts, experience working in the County and County staff, and experience working with USDA and State Water Resources Control Board - Division of Drinking Water.

Provide confirmation that the Project Manager is a licensed professional civil engineer in the State of California.

## **3. Staff Qualifications (25 POINTS):**

List the names and qualifications of the key staff/team members who will be assigned to the Project, total years of experience, and the number of years employed with the current firm.

Identify the number of similar projects each key staff/team member has successfully **completed** for local agencies. Provide completion date, description, location, lead agency, and the local agency Project Manager for each project (include contact information).

Describe the commitment of key staff/team members to other projects and their availability for the Project.

Identify all services that will be performed thru sub-consultants and describe each sub-consultant's relevant staff qualifications.

## **4. Firm Qualifications (15 POINTS):**

Provide the firm's complete name, type of firm (individual, partnership, corporation or other), telephone number, FAX number, name and email address of the contact person.

List the names and titles of the firm's principal officers with the authority to bind the firm in a contractual agreement.

Describe the firm's specific and relevant experience with providing engineering services for water districts primarily related to capacity analysis and distribution system analysis, include firm's

specific experience with USDA and SWRCB funding. Provide detailed project information, including dates project started and completed, local agency contact information including Project Manager, and other appropriate supporting information.

Provide the names of all sub-consultants who will be utilized as part of the firm's team. Describe each sub-consultant's qualifications and the specific expertise that each brings to the Project.

## **ADMINISTRATIVE INFORMATION**

The District reserves the right to reject any or all proposals. This Request for Proposals does not obligate the District to award a contract nor does it commit the District to pay any costs associated with the preparation and submittal of a proposal. Requests for additional information required by a firm wishing to make a proposal to the District relative to this RFP shall be made in writing. All proposals and accompanying materials shall become the property of the District upon submittal.

## **INDEMNIFICATION**

Consultant shall indemnify and defend the District and the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by the District or the County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of the District or County of Lake and injury to or death of District or County of lake officials, employees or agents, arising out of, or alleged to arise out of, or connection with Consultant's operations hereunder or the performance of the work described herein, unless such damage, loss, injury or death is caused solely for the negligence of the District or County of Lake.

## **INSURANCE REQUIREMENTS**

The consultant selected to perform the work shall furnish insurance as outlined on the attached Exhibit B. Please refer to the attached insurance requirements.

## **CONSULTANT AGREEMENT**

The County of Lake has a standard consultant agreement with certain conditions required of prospective consultants. In particular, the County requires \$1,000,000.00 of public liability insurance, and \$1,000,000.00 professional liability insurance in addition to the standard coverage's of worker's compensation and automobile insurance.

## **BOARD OF SUPERVISORS APPROVAL**

The Lake County Board of Supervisors will be requested for approval of the Consultant Agreement at their regularly scheduled public meeting at a date to be determined. Timing of the Board approval will be such that 2 to 4-weeks may be required for an approved Agreement.

Furthermore, other statutory requirements will be incorporated. These are outlined as follows:

## **SUBCONTRACTING**

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractor ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at [http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.



### **PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless, a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, or other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor performance, or noncompliance by a subcontractor.

### **PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptance of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment, or non-payment by a contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor.

### **PREVAILING WAGE**

The Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

### **CONTRACT NONDISCRIMINATION**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

### **CONTACT PERSON**

Scott Harter, P.E.  
Lake County Special Districts  
Deputy Administrator  
p:(707) 263-0119  
f:(707) 263-3836  
scott.harter@lakecountyca.gov

### **EXHIBITS**

#### **A) VICINITY & LOCATION MAPS**

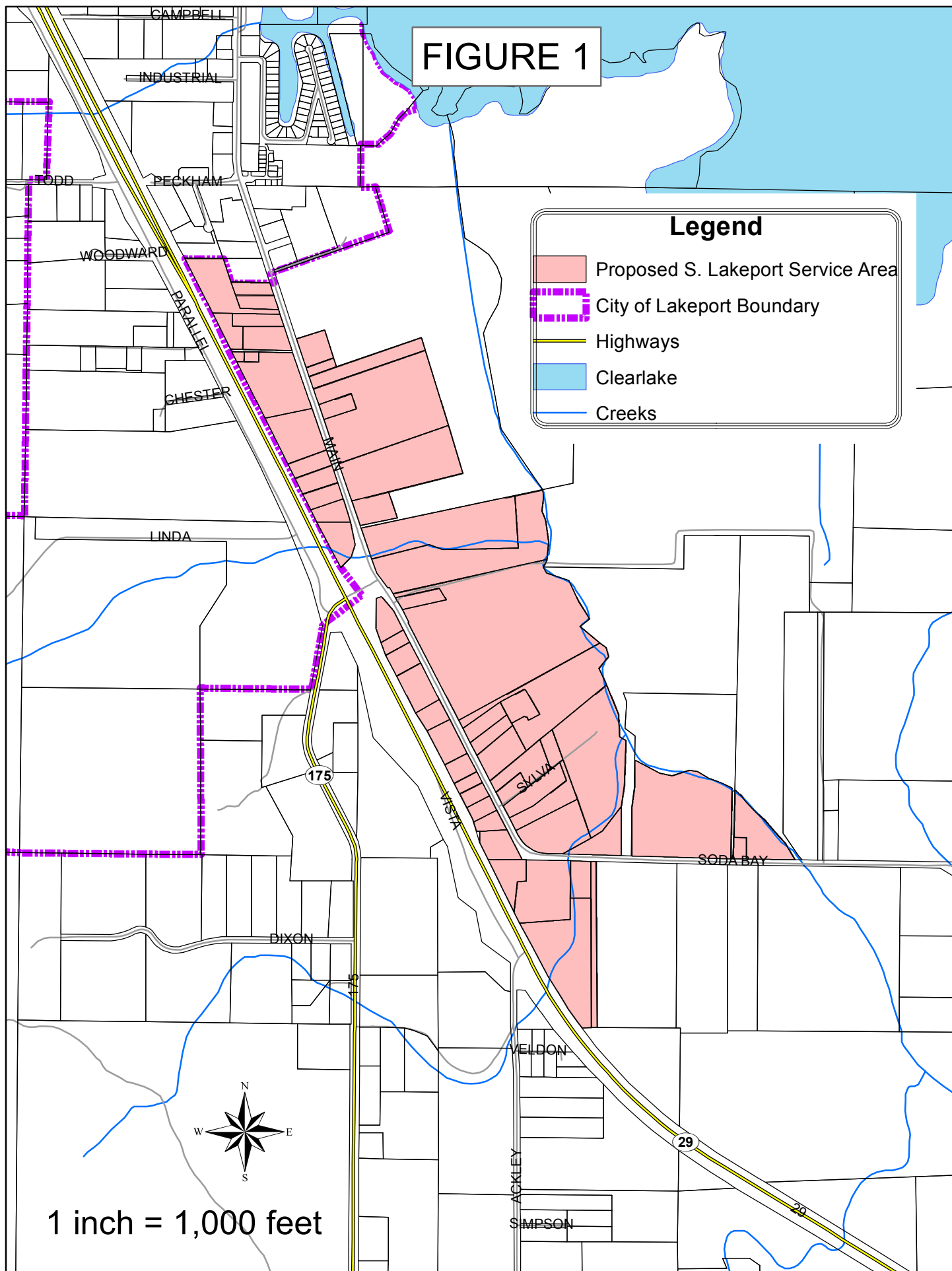
- 1) Figure 1 – Proposed South Lakeport Service Area
- 2) Figure 2 – Excerpt of Kelseyville Water System

#### **B) INSURANCE REQUIREMENTS**

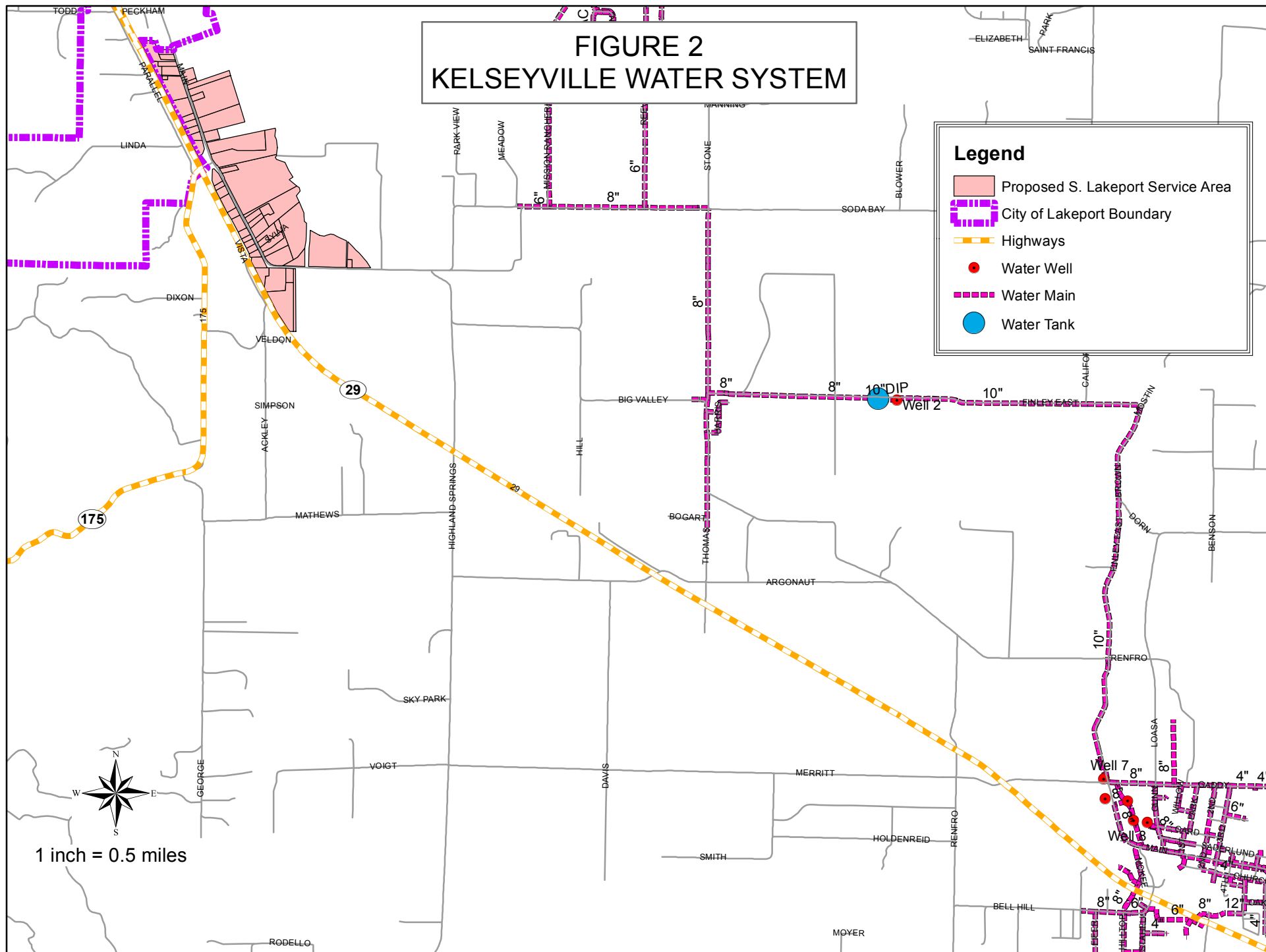
## **EXHIBIT A**

### **PROJECT VICINITY & LOCATION MAPS**

FIGURE 1



# FIGURE 2 KELSEYVILLE WATER SYSTEM



## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

The Consultant shall not commence work under this agreement until he has obtained all the insurance required herein, Certificates of Insurance have been submitted to County and said insurance has been approved by County. The Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to County.

Consultant shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained. Any failure of Consultant to maintain the insurance required by this paragraph, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of the agreement by Consultant:

(A) Compensation Insurance. Consultant shall procure and maintain, at Consultant's own expense during the term hereof, Worker's Compensation Insurance for all of his employees engaged in work. In case of any such work sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Consultant's Workers Compensation Insurance.

(B) Public Liability and Property Damage Insurance. Consultant shall procure and maintain, at Consultant's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one-million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage's: Personal Injury; Premises-Operations; Products and Completed Operations; Explosion Hazard; Blanket Contractual; and Independent Contractor's Liability.

Consultant shall not commence work under this agreement until he has had delivered to County an "Additional Insured Endorsement" naming County, its officers, employees and agents as additional insured under each of the aforesaid policies in this sub-paragraph.

Automobile Liability Insurance. Consultant shall procure and maintain, at Consultant's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one-million dollars (\$1,000,000.) combined single limit coverage per occurrence.

Consultant shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability Insurance as specified in subparagraph (B) and Automobile Liability Insurance as specified in Subparagraph (C) hereinabove, with minimum limits equal to one-half the amounts required by Consultant. Said Public Liability Insurance shall contain the "Additional Insured Endorsement" as required by Contractor in sub-paragraph (B) hereinabove.

Professional Liability Insurance. Consultant shall procure and maintain, at Consultant's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this agreement caused by negligent acts of errors or omissions for which Contractor is liable. Said insurance shall be written with limits of not less than one-million dollars (\$1,000,000.) per claim and in the aggregate.

Such insurance shall be issued by a company or companies authorized to transact business in the State of California.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Consultant for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under any other provision of this contract (except retainage of money due the Consultant) or otherwise in law.

**AGREEMENT FOR DESIGN SERVICES FOR  
SOUTH LAKEPORT WATER PROJECT**

**EXHIBIT “F” – CONTRACTOR’S PROPOSAL**

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**Cost Proposal (in separate sealed envelope)**

**Appendix: Staff Resumes**



March 14, 2018

Lake County Special Districts  
Attn: Mr. Scott Harter, P.E. Deputy Administrator  
230 N. Main Street  
Lakeport, CA 95453

Dear Mr. Harter:

**Subject    Proposal for the South Main Street Water System Project – South Lakeport**

**NEXGEN Utility Management, Inc.** is pleased to submit this proposal to Lake County Special Districts Administration (District) for professional engineering services for the South Main Street Water System Project (Project) in Lakeport.

NEXGEN specializes in Northern California water management (permitting, planning, and design) as well as the development of asset management systems for public infrastructure. We have considerable experience with the loan and grant programs offered by the United States Department of Agriculture (USDA) and the State Water Resources Control Board (SWRCB) through the Clean Water State Revolving Fund (CWSRF).

The District has already completed a feasibility study which contains some good background information and some cost data that can be easily updated and validated. Both grant programs have similar information needs and we will prepare the Engineering Report in a format that can be used for either or both the CWSRF and USDA programs.

As requested in the RFP, our cost estimate is provided under separate cover.

If you have any questions about our company, proposed staff, or experience please do not hesitate to contact myself or Dan Rich (direct line 916-779-7301, [drich@nexgenum.com](mailto:drich@nexgenum.com)).

NEXGEN Utility Management



Vincent Yee, P.E.  
President

T 916-564-8000 | [vyee@nexgenum.com](mailto:vyee@nexgenum.com) |

Main Office Address: 4010 Lennane Drive, Sacramento, CA, 95834

## **TASK 1: Water Demand Projections at Full Build-Out**

Past studies projected the South Lakeport Area to grow from 170 to 218 resident unit equivalents (RUEs) and a projected water demand at maximum daily conditions of 106 gallons per minute. We will review those land use assumptions with District Staff and reflect any changes to unit water demand factors that may have occurred since the 2012 study. The water demand factors in 2012 were adapted from a 2006 City of Lakeport Study and may not reflect current "post-drought" demands.

We will discuss approach for water demand projections at the Project kickoff meeting and review the projections with the District at our 50% completion review meeting

## **TASK 2: Assess Water Distribution Options**

Our experience is each community tends to be slightly different with respect to water main sizing and required fire flows. It is common to see water mains sized on maximum day plus fire flow demands. We will review fire flow requirements (flow and pressures) with the District and the local fire department. We note that a fire flow of 1500 gpm would likely require a 10 or 12 inch water main. An 8-inch pipe was anticipated in the 2012 Study. We will prepare a spreadsheet model of the system and update water main layouts.

Depending on the water supply option and fire flow requirements, additional storage and booster pumping will be evaluated and costed. For instance, the existing 8-inch main from the Kelseyville system does not have the capacity to handle fire flows, so this alternative may also require storage and booster pumping – or construction of an emergency intertie to the City of Lakeport's 14-inch main.

## **TASK 3: Assess Water Supply Options**

We will update the 2012 Feasibility Report which looked at construction of an onsite well, treatment, storage, and booster pumping, as well as connecting to the Kelseyville / Finely Water System. The connection to the Kelseyville system may also onsite require storage and booster pumping. The 2012 report also makes mention of some existing 8-inch Asbestos Concrete (AC) mains within the Kelseyville System that would be used. Depending on the age and condition of

this pipe, the District may want to consider replacing/enlarging those pipe sections as part of this project. We will prepare an updated cost estimate of each water supply option.

## **TASK 4: Assess Other Needs Consistent with SWRCB and USDA Funding Guidelines**

The technical report will be prepared to be consistent with the guidelines for SWRCB and USDA funding. An outline for the SWRCB SRF technical report is provided below. Some of these sections may not be applicable to this Project. It is our experience that agency review processes are expedited if the exact same headings are used even if the text below says "Not Applicable."

### **Engineering Report Outline Consistent with CWSRF and USDA Requirements**

#### **A. WATER SYSTEM INFORMATION**

1. Describe the water system and its facilities. Include details relating to source, storage, treatment, and distribution system.
2. Attach a schematic/map of the system which includes the existing facilities as described above.
3. Specify the agency that has jurisdiction over the water system: State Water Board or Local Primacy Agency (LPA)

#### **B. PROBLEM DESCRIPTION**

1. Describe the problem being addressed by the project and attach supporting documents. (Include the last two years of water quality data, most recent compliance orders, violations, citations, etc.)

#### **C. ALTERNATIVE SOLUTIONS**

1. Describe each alternative considered to correct the problem described in Section B. Include the feasibility of consolidating with one or more water systems.

#### **D. SELECTED CONSTRUCTION PROJECT**

1. Describe the proposed construction project and identify all major components.

# 1 PROJECT UNDERSTANDING



2. Describe how this project will solve the problem and provide an analysis of its effectiveness. List all anticipated operational challenges that the project may impose and include any proposed solutions.
3. Determine if the project is consistent with local/county planning. List the local/county planning documents used to make the determination.
4. Does the project contain green components?
5. Is the selected construction project a consolidation project?
6. List any land that will be purchased or acquired for this construction project, discuss the necessity for such land, and justify the appropriateness of the size of the land being purchased.
7. Describe the final plans and specifications as well as other technical aspects of the project, including the overall conceptual design (e.g. layout, flow diagrams, choice of unit processes, redundancy, reliability features).
8. Attach a schematic/map of the system which includes the proposed facilities as described above.
9. Provide water demand and capacity statistics used to design the project. Include a description of the methodology used to determine the peak flow water demands, the anticipated growth and its resultant water demand, and fire flow. If fire flow consideration is included in the facility design, provide the basis for including fire flow. If the project includes design capacity above the maximum day demand plus fire flow, provide U.S. Census or other population data from an independent source (including references) for the service area for at least the last two decades. (See Appendix I of the DWSRF Policy Handbook.)
10. Describe how industrial and commercial water users impact the peak flow demand.
11. List all major project components and identify their estimated useful life.
12. Attach a detailed cost breakdown of the entire project, which lists all major construction components, non-construction costs, and ineligible items.
  - a. The total project cost is \$\_\_\_\_\_
  - b. The eligible project cost is \$\_\_\_\_\_
  - c. The annual increase in operations/maintenance cost is \$\_\_\_\_\_

## E. PROPOSED SCHEDULE

1. Attach a project schedule. Construction projects are required to be completed no later than three years from the funding agreement execution date.

## F. ATTACHMENTS TO ENGINEERING REPORT

# 1 PROJECT UNDERSTANDING



1. Please attach the following documents to be included with this Applicant Engineering Report. Make sure your water system's name and water system/project number are on every additional attachment.
  - a. Schematic/map of system's existing facilities
  - b. Documents justifying the ranked problem
  - c. Schematic/map of system's proposed facilities
  - d. Detailed cost estimate
  - e. Proposed project schedule
  - f. Supplemental Information Form (Consolidation Projects Only)
  - g. Copy of any permits required as part of this project

## Meetings, Deliverables, and Schedule

As part of the Projects' Predesign, the following meetings and deliverables will be provided:

**Kick Off Meeting-** *2 weeks after contract execution*

**Deliverables •**

Contact information of selected consultant

**50% completion Meeting-** *10 weeks after contract execution*

**Deliverables •**

Map of conceptual water system

Identification and details of system infrastructure

**80% Completion Meeting-** *18 weeks after contract execution*

**Deliverables**

Revised area map of conceptual water system

Preliminary feasibility report with recommendations for distribution options, supply options, storage and treatment options.

**Presentation of Report Findings-** *24 weeks after contract execution*

**Deliverables**

Report of Findings & Recommendations in Feasibility Study

**NEXGEN will provide ten hard copies of the final report along with an electronic format of the final report.**

## 2 PROJECT MANAGER QUALIFICATIONS

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### **Dan Rich, P.E. – Project Manager**

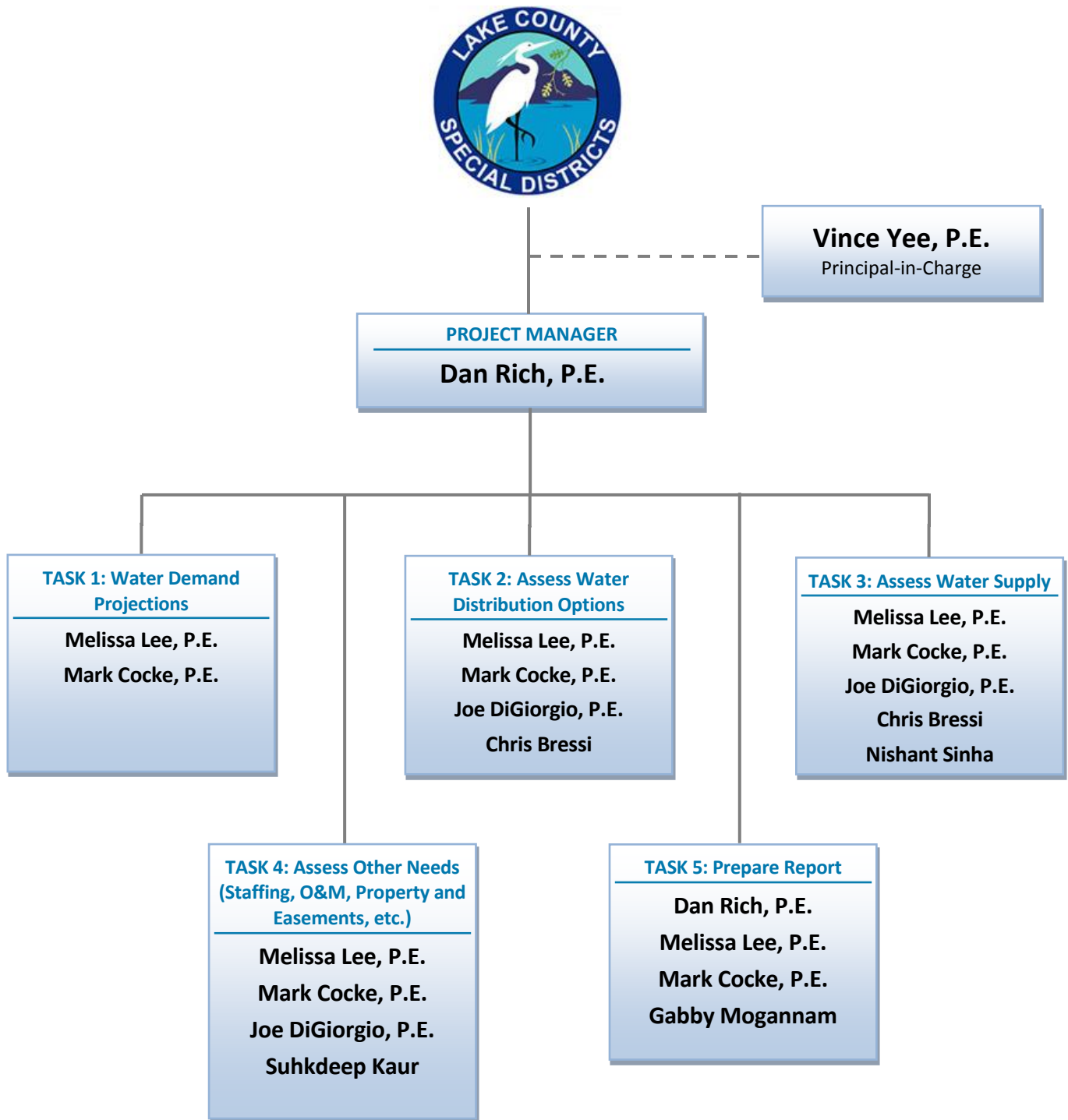
Dan would serve as the Project Manager and be the District's primary point of contact. Dan has 27 years of experience in the design of water and wastewater systems and is a Principal of the firm. Dan was the Project Manager for a \$43 million capital program for the City of Merced and a \$65 million capital program for the City of Lincoln and is currently managing a \$15 million plant design for the City of Colusa, as well as a \$12 million wastewater program for the City of Auburn. Dan has designed water treatment and conveyance systems serving the cities of Auburn, Reno, Lake Wildwood, Lincoln, Woodland, Merced, Tracy, West Sacramento, and Colusa.

Dan is a skilled public speaker and regularly gives project updates to members of the public, the media and city councils. Dan also serves as a Director of the San Juan Water District which provides treated water to nearly 300,000 people in Sacramento and Placer Counties.

Dan served as Project Manager for the following SRF and USDA funded projects.

- City of Colusa \$8 million in DAC grants and 7 million in low interest (1%) 30 year loans.
- Cascade Shores (\$2 million SRF grant),
- City of Woodland (\$2 million SRF grant, \$23 million loan)
- City of Auburn (\$3 million SRF grant, \$10 million loan).

Information on each of these projects is provided in Section 4.2 below.



### **Dan Rich, P.E. –Project Manager**

Dan has 27 years of experience in the design of sewerage systems, Dan will be the District's overall point of contact, lead the SRF funding efforts, and be responsible for the quality of all work products. Dan is a registered California Civil Engineer.

### **Vincent Yee, P.E. - Principal in Charge**

Vince would serve as the project Principal-in-Charge. Vince brings 26 years of water engineering and asset management expertise.

### **Melissa Lee P.E. - Senior Engineer**

Melissa has over 15 years (10 years with NEXGEN) of experience in wastewater planning, permitting, hydraulic modeling system, capacity analysis, rehabilitation program implementation, and I&I analysis. Melissa has completed a number of SRF funding applications to secure funding for multi-million dollar projects for various municipalities in Northern California. This includes recycled water applications and SRF funding for the City of Woodland, Colusa, Cascade Shores, and Auburn.

### **Mark Cocke, P.E. - Senior Engineer**

Mark has 30 years of experience (6 years with NEXGEN) in planning and design of water and wastewater systems and relevant experience in the public sector on organizing funding for projects. Mark will lead the hydraulic analysis and develop cost estimates.

### **Joe DiGiorgio, P.E. - Senior Engineer**

Joe has 32 years of experience (2 years with NEXGEN) in design and construction of water systems. He is currently serving as resident engineer for a \$10 million water treatment plant expansion for the Georgetown Divide PUD.

### **Chris Bressi, Cost Estimates and Constructability Reviews**

Chris has 30 years of field experience (10 years with NEXGEN), including land grading, installation of sewer and storm drain facilities, and the construction of streets, sidewalks, sound and retaining walls and landscaping in the public right of way. Chris works extensively for the City of Auburn and recently was the CM/ resident inspector for its 2 year WWTP upgrade, various pump station upgrade, roadway projects, and sewer repairs. Chris also manages solids handling projects each summer for the City of Woodland.



## 4 FIRM QUALIFICATIONS

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### 4.1 Complete Name, Type of Firm, and Contact Information

**Name:** NEXGEN Utility Management, Inc.

**Type of Firm:** A California Corporation

**Address:** 4010 Lennane Drive  
Sacramento, CA 95834

**Telephone Number:** (916) 779-7301

**Fax Number:** (916) 564-8030

**Contact Name:** Dan Rich

**Contact Direct  
Phone Number:** (916) 779-7301


**Contact E-Mail  
Address:** [drich@nexgenum.com](mailto:drich@nexgenum.com)

**Principal of the Firm:** Vince Yee, P.E.; Dan Rich, P.E.

### 4.2 Relevant Experience

We have summarized three of our recent SRF / USDA projects below:

## 4 FIRM QUALIFICATIONS

Project:	City of Woodland Treatment and Percolation Pond Design	
<b>Description</b>		<p>NEXGEN has been the City of Woodland's on-call wastewater consultant for the last 12 years and has completed dozens of permitting, planning, and design projects at their wastewater plant. In 2015, we designed and managed the construction of significant improvements to the City's 120-acre pond system (pictured). As part of this project, NEXGEN obtained all NEPA documentation for environmental compliance.</p> <p><b>NEXGEN also completed and submitted all documentation to secure SRF funding for the project. This included all documents for the General, Technical, Financial, and Environmental portions of the SRF application. As a result of this effort, the City of Woodland was awarded \$23 million in a low interest SRF loan and \$2 million in Proposition 1 grants.</b></p>
<b>Staff Responsibilities</b>	<p>Dan Rich, P.E.: Project Manager, Lead Design Engineer  Mark Cocke, P.E.: Design Engineer, SRF Funding Documentation  Melissa Lee, P.E.: SRF Funding Lead, Permitting Lead  Chris Bressi: Construction Management</p>	
<b>Dates</b>	(2005 – present).	
<b>Reference</b>	<p>Tim Busch, Principal Engineer   (530) 661-5975   <a href="mailto:Tim.Busch@cityofwoodland.org">Tim.Busch@cityofwoodland.org</a>  City of Woodland   300 First Street   Woodland, CA 95695</p>	

## 4 FIRM QUALIFICATIONS

Project:	City of Auburn City Engineering Services	
Description	 <p>NEXGEN prepared the City of Auburn's Wastewater Master Plan, rate and fee studies, and design various improvements to the City's sewer collection system and tertiary wastewater treatment plant. In 2010, our team completed construction management for Auburn's \$7 million tertiary treatment, UV disinfection, and nitrogen removal improvements. Our team designs and oversees about \$700,000 per year of sewer-related improvement projects. We design upgrades to one of the City's 11 sewer pump stations each year. To date, four stations have been upgraded with new standby generators, new submersible pumps, and SCADA systems. Our team also implemented rate studies to fund the necessary capital improvements and additional O&amp;M associated with the tertiary upgrades.</p> <p>In 2016, NEXGEN designed a \$10 million upgrade to the City's WWTP to enhance nutrient removal and increase plant capacity for additional 1,000 homes.</p> <p>As part of this project, NEXGEN obtained all NEPA documentation for environmental compliance. NEXGEN also completed and submitted all documentation to secure SRF funding for the project. <b>This included all documents for the General, Technical, Financial, and Environmental portions of the SRF application. As a result of this effort, the City of Auburn was awarded \$10 million in a low interest SRF loan and \$3 million in Green Reserve Grants.</b></p>	<p>NEXGEN prepared the City of Auburn's Wastewater Master Plan, rate and fee studies, and design various improvements to the City's sewer collection system and tertiary wastewater treatment plant. In 2010, our team completed construction management for Auburn's \$7 million tertiary treatment, UV disinfection, and nitrogen removal improvements. Our team designs and oversees about \$700,000 per year of sewer-related improvement projects. We design upgrades to one of the City's 11 sewer pump stations each year. To date, four stations have been upgraded with new standby generators, new submersible pumps, and SCADA systems. Our team also implemented rate studies to fund the necessary capital improvements and additional O&amp;M associated with the tertiary upgrades.</p> <p>In 2016, NEXGEN designed a \$10 million upgrade to the City's WWTP to enhance nutrient removal and increase plant capacity for additional 1,000 homes.</p> <p>As part of this project, NEXGEN obtained all NEPA documentation for environmental compliance. NEXGEN also completed and submitted all documentation to secure SRF funding for the project. <b>This included all documents for the General, Technical, Financial, and Environmental portions of the SRF application. As a result of this effort, the City of Auburn was awarded \$10 million in a low interest SRF loan and \$3 million in Green Reserve Grants.</b></p>
Staff Responsibilities	<p>Dan Rich, P.E.: Project Manager, Lead Design Engineer          Melissa Lee, P.E.: SRF Funding Lead, Permitting Lead          Mark Cocke, Joe Digiorgio, P.E.: Design Engineers          Chris Bressi: Construction Management</p>	
Dates	2003 – present.	
Reference	<p>Bernie Schroeder, Planning and Public Works Director (530) 823-4211;  <a href="mailto:bschroeder@auburn.ca.gov">bschroeder@auburn.ca.gov</a>          City of Auburn   1225 Lincoln Way, Room 3   Auburn, CA 95603</p>	

## 4 FIRM QUALIFICATIONS

Project:	City of Colusa Wastewater Permitting and Planning and Design
<b>Description</b>	<div data-bbox="378 411 1468 875">  </div> <p>Our team prepared the City of Colusa Report of Waste Discharge for the renewal of the City's NPDES permit, and completed various studies in support of their wastewater system improvements. We prepared the city of Colusa 2007 Wastewater Master Plan which identified \$20 million in required upgrades. We prepared the USDA loan report and the City received a \$1 million USDA grant and \$1 million USDA low interest loan,</p> <p>We designed tertiary improvements to allow the treated water to be recycled on agricultural areas to the east of the plant. We are also completing a solids handling and aeration system upgrade at the WWTP.</p> <p>In 2014 we prepared the Report of Waste Discharge for the NPDES permit. We also assisted the City in de-designating its receiving water from municipal water uses, allowing relaxed effluent limits and avoiding expensive upgrades.</p> <p><b>In 2015 we completed all SRF applications and reports and secured \$8 million in disadvantaged community grants plus low interest loans to fund \$7 million in sewer and plant improvements.</b></p>
<b>Staff Responsibilities</b>	<p>Dan Rich, P.E.: Project Manager,  Melissa Lee, P.E.: SRF Funding Lead, Permitting Lead  Mark Cocke, Joe DiGiorgio, P.E.: Design Engineers, CM  Chris Bressi: Construction Management</p>
<b>Dates</b>	<p>(2007 – present) .</p>
<b>Reference</b>	<p>Jesse Cain, City Manager, (530) 458-4740  <a href="mailto:citymanager@cityofcolusa.com">citymanager@cityofcolusa.com</a>  City of Colusa   425 Webster St. Colusa, Ca 95932</p>

**AGREEMENT FOR DESIGN SERVICES FOR  
SOUTH LAKEPORT WATER PROJECT**

**EXHIBIT “G” – CONTRACTOR’S COST PROPOSAL**

		NEXGEN UM									
		Principal Engineer	Senior Engineer	Senior Designer	Associate Engineer/CM	Engineers	admin	Toatl Hours		Expenses	Total Cost
		\$220	\$200	\$160	\$180	\$110	\$75				
PROJECT TASKS											
1 WATER DEMAND PROJECTIONS											
	Task 1	4	8		8	6		26			\$ 4,580
2 ASSESS WATER DISTRIBUTION OPTIONS											
	Task 2	12	16		8	8		44			\$ 8,160
3 ASSESS WATER SUPPLY OPTIONS											
	Task 3	8	20	8	12	4		52			\$ 9,640
4 ASSESS OTHER GRANT NEEDS, PROJECT REPORT											
	Kickoff Meeting	6	8		8		4	26			\$ 4,660
	50% Review Meeting	6	8				4	18			\$ 3,220
	80 % Review Meeting	6	8				4	18			\$ 3,220
a	Prepare and Present Final Report	20	24	8	16	16	8	92		\$ 1,000	\$ 15,720
PROJECT TOTAL		62	92	16	52	34	20	276		\$1,000	\$ 49,200
a) Report reproduction costs											