

**AGREEMENT FOR REPLACEMENT OF FOUR
REDWOOD WATER TANKS IN
SODA BAY CSA-20**

This Agreement is made and entered into by and between the County of Lake on behalf of Soda Bay CSA-20, hereinafter referred to as "County", and PACE Engineering, hereinafter referred to as "Consultant", collectively referred to as the "parties".

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, PACE Engineering 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 September 30, 2019, 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.** Consultant has been selected by County to provide the services described hereunder in Exhibit "B" (Scope of Services), attached hereto. Compensation to Consultant shall not exceed One Hundred Sixty One Thousand and no/100 dollars (\$161,000.00).

The County shall compensate Consultant for services rendered, in accordance with the provisions set forth in Exhibit "C" (Fiscal Provisions), attached hereto, provided that Consultant is not in default under any provisions of this agreement. Compensation to Consultant 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 30 days written notice to Consultant.

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, Consultant 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 Consultant 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

PACE Engineering
1730 South Street
Redding, CA 96001
Attn: Tom Warnock

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

Exhibit A – Reserved
Exhibit B – Scope of Services
Exhibit C – Fiscal Provisions
Exhibit D – Compliance Provisions

8. **TERMS AND CONDITIONS.** Consultant 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 _____, California on _____.

COUNTY OF LAKE

CONSULTANT

CHAIR, Board of Supervisors

Thomas W. Warnock, Principal Engineer

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" – RESERVED**

**AGREEMENT FOR REPLACEMENT OF FOUR
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EXHIBIT “B” – SCOPE OF SERVICES**

1. CONSULTANT RESPONSIBILITIES. Consultant shall perform the work required in the RFP issued by the County on April 26th (Attachment A) as well as the Consultants proposal (Attachment B) submitted to the County dated May 23, 2018.

Work will be structured as a design/build project segregated into two primary phases. Work within Phase 1 which is covered by this contract consists generally of the following tasks:

1. Surveying and geotechnical exploration
2. Preliminary design
3. Construction cost solicitation from two or three contractors
4. Selection of recommended construction contractor
5. Submission of preliminary design report
6. District review and approve award to selected contractor
7. Award

The specific Work Task delineation and associated cost is attached as Attachment C, “Phase 1 – Design Bid Lump-Sum Cost”

2. RESERVED

3. RECORDS RETENTION. Consultant 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, Consultant shall retain the records until resolution of litigation or audit. After the retention period has expired, Consultant assures that confidential records shall be shredded and disposed of appropriately.

4. RESERVED

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EXHIBIT “C” – FISCAL PROVISIONS**

1. CONSULTANT’S FINANCIAL RECORDS. Consultant shall keep financial records for funds received hereunder, separate from any other funds administered by Consultant, 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 Consultant’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 30 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 Consultant and approved by the Assistant Purchasing Agent.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

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

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

3.3 Consultant 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. Consultant shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Consultant’s work under this Agreement.

2. NON-DISCRIMINATION. Consultant 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 Consultant certifies to the best of its knowledge and belief, that it and its subconsultants:

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

4. AGREEMENTS IN EXCESS OF \$100,000. Consultant 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.

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

6. STANDARD OF CARE. Consultant 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 Consultant or designated subconsultants, in a manner according to generally accepted practices.

7. INTEREST OF CONSULTANT. Consultant 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 Consultant shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Consultant 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 Consultant's liability.

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

9.4 Consultant 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 Consultant is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Consultant 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. Consultant 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, Consultant shall require each subconsultant to provide all of the same coverage as detailed hereinabove. Subconsultants 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. Consultant shall not allow any subconsultant to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Consultant'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 Consultant'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 Consultant's insurance on Form CG 20 10 11 85. Consultant shall not commence work under this Agreement until Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant from County under this Agreement may be assigned by Consultant 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. Consultant 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, Consultant is an independent contractor and is not an employee, agent or servant of County. Consultant is not entitled to any employee benefits. County agrees that Consultant shall have the right to control the manner and means of accomplishing the result Agreed for herein.

Consultant is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Consultant and Consultant'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 Consultant 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. Consultant 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. Consultant 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. Consultant will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Consultant agrees that in the performance of work under this Agreement, Consultant 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. Consultant waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY. All independent Consultants 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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**ATTACHMENT A
REQUEST FOR PROPOSALS**

REQUEST FOR PROPOSALS

CONSULTING ENGINEERING DESIGN SERVICES FOR REPLACEMENT OF FOUR REDWOOD WATER TANKS IN SODA BAY CSA-20, LAKE COUNTY, CALIFORNIA

The Lake County Special Districts Administration (DISTRICT) is requesting proposals from professional engineering firms for engineering services with experience in water system tank design. The District desires a firm with a California State Licensed Civil Engineer to design a replacement for four (4) potable water storage tanks, as described in Scope of Work. This project will replace three (3) 60,000 gallon redwood water tanks and one (1) 30,000 gallon redwood water tank. The tanks are identified on the attached map, Exhibit A, as Riviera Heights Tank #1-#4. The new water tanks will be identically-sized as those being replaced and will be of thermoset powder coated steel or equal.

The new tanks will replace older redwood tanks which are susceptible to damage or destruction due to wildland fire potential. The funding for this project is a FEMA Hazard Mitigation Grant which will require the successful engineering team to be familiar with, and able to comply with, FEMA policies and procedures as well as Standard Hazard Mitigation Grant Program (HMGP) Conditions (attached). The project title of the awarded grant is "Lake County, Replace Redwood Water Storage Tanks".

The replacement project will generally consist of the following components:

- Installation of suitable temporary potable water tanks
- Removal of the existing redwood water tanks
- Grading and stabilization of the existing pad sites
- Construction of concrete foundation
- Installation of bolted steel water tanks
- Connection to existing infrastructure

The level of support of this initial work includes the preparation of drawings and technical specifications from which to bid and construct the project. It will also include engineering services during bidding, and periodic construction inspection. You are invited to submit a proposal to accomplish such work to DISTRICT.

Proposals are due on Thursday, May 25, 2018 by 3:00 p.m. Your proposal should address the issues in a clear and concise manner. Excess words and generalizations are not desired. If you wish to be considered for providing the water tank replacement design services, please submit six (6) hard copies and one electronic copy (PDF on zip or cd) of your proposal to:

Scott Harter, Deputy Administrator
Special Districts Administration
230 N. Main Street
Lakeport, CA 95453

Questions regarding the proposal should be directed to Scott Harter, Deputy Administrator at (707) 263-0119. The Request for Proposal and more information about this project is also available electronically at the Special Districts website: <http://www.co.lake.ca.us/> . Go to the Department Directory and click on Special Districts. Thank you for your interest in our projects.

BACKGROUND

The Lake County Special Districts Administration manages 10 potable water systems and 4 wastewater systems (treatment and collection) throughout Lake County. The age, type and size of these systems are variable. The District has a need for design engineers from time to time for specialty projects – the "Lake County, Replace Redwood Water Storage Tanks" project is one of those projects. The goal of this project is to have a consulting engineer provide the necessary design support to construct the tank replacements and mitigate the hazards which are present at these four (4) tank sites. The consulting services will specifically provide technical assistance for design of the temporary tanks, provide plans and specifications for construction of the permanent

tanks, bid phase services, and periodic construction inspection. The project schedule shall include the delivery of a preliminary design report (PDR) within sixty (60) days (or sooner) of the Notice to Proceed. The PDR will provide evaluation of site constraints, geotechnical investigation of each site and seismic design constraints. The PDR will include analysis for each site as they have vastly differing conditions and will be evaluated separately.

SCOPE OF WORK

The scope of services for this project will include the design, plans and specifications for each of the four (4) tanks being replaced. The engineer shall locate and avoid all utilities within the design area. Solutions to all utility conflicts shall be included in the design. Design shall include site stabilization, foundation requirements, trenching details, piping layouts, connections to existing infrastructure, electrical and control design, specifications and sizing, with a schedule of all valves and fittings where included. Six (6) sets of full size wet stamped approved plans and a set of digital CAD drawings on DVD shall be provided. Record drawings shall also be provided upon completion of construction.

DISTRICT is committed to making maximum use of available funding sources to comply with grant requirements and mitigate hazards to the District infrastructure. Even though the solution to this particular set of problems are understood, the consulting firm's creative and innovative approaches are encouraged.

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 "**CONSULTING ENGINEERING DESIGN SERVICES FOR REPLACEMENT OF FOUR REDWOOD WATER TANKS IN SODA BAY CSA-20, LAKE COUNTY, CALIFORNIA**". Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Work Proposal; only one copy of the cost proposal 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 May 10, 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. May 14, 2018 if questions are received.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be received by the County **no later than 3:00 p.m. on Thursday, May 25, 2018.** Six 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.

Experience with providing similar services on similar projects for similar localities and local agencies in accordance with Federal, 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 federally funded. 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 Lake County Special Districts, experience working in the County and County staff, and experience working with State and Federal agencies.

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 Federal and State 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.

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

EXHIBITS

- A) VICINITY & LOCATION MAPS
 - 1) Figure 1- Vicinity Map
 - 2) Figure 2 – Soda Bay CSA-20 map
- B) INSURANCE REQUIREMENTS
- C) FEMA Standard Hazard Mitigation Grant Program (HMGP) Conditions

EXHIBIT A

PROJECT VICINITY & LOCATION MAPS

LOCATION MAP



SODA BAY CSA-20

Legend

- Riviera Heights Zone #1 (60,000 gal. Redwood Tank)
- Riviera Heights Zone #2 (60,000 gal. Redwood Tank)
- Riviera Heights Zone #3 (60,000 gal. Redwood Tank)
- Riviera Heights Zone #4 (30,000 gal. Redwood Tank)
- Lakeview Estates Zone #1 (100,000 gal. Steel Tank)
- Soda Bay Zone #1 (330,000 gal. Steel Tank)

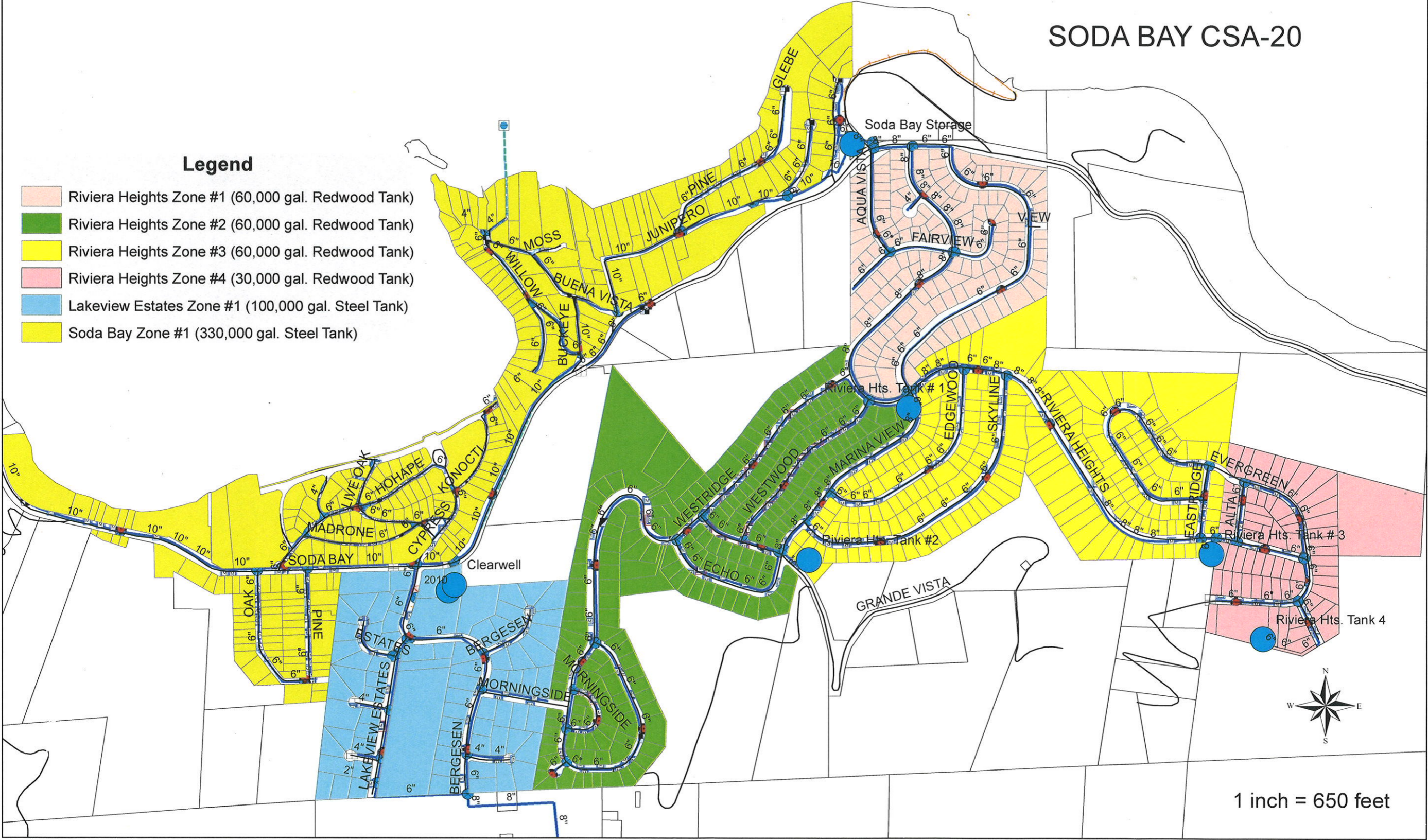


EXHIBIT B

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.

EXHIBIT C

FEMA HMGP CONDITIONS

Standard Hazard Mitigation Grant Program (HMGP) Conditions

Prepared by FEMA Region IX, Updated February, 2005

The following standard requirements apply to grantees and subgrantees accepting funds from the Federal Emergency Management Agency (FEMA) HMGP:

1. **Applicable Federal, State and Local Laws and Regulations.** The grantee and subgrantee must comply with all applicable Federal, State and Local laws and regulations, regardless of whether they are specifically identified in this list or other project documents.
2. **Standards for Financial Management Systems.** Grantees and subgrantees must maintain financial management systems to account for and track grant funds, in compliance with the Code of Federal Regulations, Title 44 (44 CFR) Section 13.20.
3. **Allowable Costs.** Grant funds may only be used for allowable costs, in compliance with 44 CFR Section 13.22, and in compliance with the approved grant project scope of work and any agreements among the subgrantee, the grantee, and FEMA.
4. **Subgrantee Indirect Costs.** No indirect costs of a subgrantee are separately eligible for HMGP reimbursement, in compliance with 44 CFR Section 206.439(c)(2). Such costs are covered by the Subgrantee Administrative Cost allowance formula provided by 44 CFR Section 206.439(b)(1)(ii).
5. **Matching or Cost Sharing.** Non-federal matching or cost sharing must be in accordance with 44 CFR Section 13.24, the approved grant project scope of work, and any agreements among the subgrantee, the grantee, and FEMA.
6. **Non-Federal Audit.** The grantee and subgrantee are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 44 CFR Section 13.26.
7. **NEPA Reviews for Scope of Work Amendments.** To comply with the National Environmental Policy Act (NEPA), additions or amendments to a HMGP subgrantee statement of work (SOW) shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA compliance for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subgrantee. Any construction activities associated with a SOW change, prior to FEMA approval, may be ineligible for reimbursement or match.
8. **Cost Overruns.** Subgrantees should be referred to the state HMGP administrative plan for project cost overrun regulations. If project costs exceed the approved federal share, the subgrantee must contact the Governor's Authorized Representative. The GAR will evaluate requests for cost overruns. Written determination of cost overrun eligibility in accordance with 44 CFR 206.438(b) shall be submitted by the GAR to the FEMA Regional Director.
9. **Real Property (Land).** If real property (land) is acquired under an HMGP grant, the use and disposition of the property shall be in compliance with 44 CFR Section 13.31 and Section 206.434(d).
10. **Equipment.** If equipment is acquired under an HMGP grant, the use and disposition of the equipment shall be in compliance with 44 CFR Section 13.32.
11. **Supplies.** If there is a residual inventory of unused supplies exceeding \$5,000 in total fair market value upon completion of the HMGP grant, and if the supplies are not needed for any other federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share (44 CFR Section 13.33).

12. **Copyrights.** In accord with 44 CFR Section 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
13. **Subawards to debarred and suspended parties.** In accordance with 44 CFR Section 13.35, the grantee and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
14. **Procurement.** Procurement procedures shall be in conformance with 44 CFR Section 13.36.
15. **Monitoring and Reporting Program Performance.** The grantee and subgrantees must submit quarterly progress reports, in accord with 44 CFR Section 13.40 and the State HMGP Administrative Plan.
16. **Retention and Access Requirements for Records.** In accordance with 44 CFR Section 13.42, financial and programmatic records related to expenditure of funds on grant-supported projects shall be maintained at least 3 years following the date the grantee submits its final expenditure report on the project.
17. **Enforcement.** If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, FEMA may take one or more of the actions outlined in 44 CFR Section 13.43, including termination of the grant.
18. **Termination for Convenience.** Grant awards may be terminated for convenience through the procedures outlined in 44 CFR Section 13.44.
19. **Discovery of Historic Properties and Cultural Resources.** In accordance with 36 CFR Part 800, in the event a potential historic property or cultural resource is discovered during construction activities, the subgrantee must cease work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovered property/resource. Construction activities in the area of the discovery shall not resume until FEMA concludes consultation with the State Historic Preservation Officer (SHPO) for treatment of the discovery.
20. **Equipment Rates.** Rates claimed for use of applicant-owned equipment that are in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the State to include only those costs attributable to equipment usage less any fixed overhead and/or profit."
21. **Duplication of Funding between PA and HMGP.** It is permissible to use PA and 404 HMGP funds on the same facility/location, but the scopes of work identified under each program must be distinct and the funds accounted for separately. At the time of closeout, FEMA will adjust the funding if necessary to ensure that the subgrantee has been reimbursed for eligible scope from only one funding source.

**AGREEMENT FOR REPLACEMENT OF FOUR
REDWOOD WATER TANKS IN
SODA BAY CSA-20**

**ATTACHMENT B
CONSULTANT PROPOSAL**

CONSULTING ENGINEERING DESIGN SERVICES PROPOSAL FOR REPLACEMENT OF FOUR REDWOOD WATER TANKS IN SODA BAY CSA-20

Prepared for Lake County Special Districts



PACE
ENGINEERING



May 23, 2018

0.04

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

Subject: CONSULTING ENGINEERING DESIGN SERVICES PROPOSAL FOR REPLACEMENT OF
FOUR REDWOOD WATER TANKS IN SODA BAY CSA-20, LAKE COUNTY,
CALIFORNIA

Lake County Special Districts (District) is soliciting proposals to provide professional services for the completion of a Preliminary Design Report (PDR) and design of new water storage tanks to replace four existing CSA-20 redwood water tanks. It is the intent of the District to hire a qualified consultant who can provide these services culminating in complete plans, specifications, and construction cost estimate which will be used to obtain bids for the construction of the new tanks. Engineering services will also include assistance during bidding and periodic construction inspection.

PACE Engineering, Inc. (PACE), in association with KC Engineering, is pleased to respond to the District's Request for Proposal (RFP) for this project. Our project team brings years of local experience in the planning, design, construction, and operation of water treatment and distribution system facilities around Clear Lake. Our team has been constructed to meet the specific needs of this project.

Our proposal is based upon a review of the RFP and a tour of the existing tank sites and facilities on May 10, 2018 with Deputy Administrator Scott Harter. We appreciate the District's extra time and effort to discuss constraints unique to each site.

PACE has local experience in planning, designing, and constructing improvements for new and existing water storage facilities. Project experience specifically suited to the upgrades proposed for CSA-20 include the 2014 Buckingham Park Water District (BPWD) Water System Upgrades Project, wherein PACE designed and provided services during construction for the replacement of the District's existing 30,000-gallon redwood clear well tank. The design and use of temporary potable water storage tanks was critical to the success of the project. PACE also designed and provided services during construction for the 2017 recoating of BPWD's distribution system reservoirs, which required the design and installation of temporary water storage tanks to allow the existing tanks to be taken offline while recoating was completed. PACE's experience with BPWD's need for temporary storage tanks that would fit on small tank sites is very similar to the

CSA-20 requirements. Similarly, PACE provided planning, design, and services during construction of Shasta Community Services District's Pump Stations and Tanks Replacement Project wherein four pump stations and four welded-steel storage tanks are currently being constructed under one prime contractor. Construction coordination requires no more than two tanks be taken offline at one time in order to meet fire safety standards.

The Project Team will work with the District, California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW), and FEMA to provide a project that when bid, meets project goals and regulatory requirements. Our working relationship with DDW staff in Santa Rosa through previous and two ongoing projects for BPWD and Konocti County Water District will continue with this project. Our Project Team acknowledges that all work by the Consultant shall meet requirements contained within the RFP including the Federal Emergency Management Agency (FEMA) Hazardous Mitigation Grant Program Conditions.

Consulting engineering design services for replacement of four redwood water tanks in Soda Bay CSA-20 consists of the following Scope of Services:

- Preparation of a PDR evaluating alternatives in terms of site constraints, geotechnical requirements of each site, and seismic design constraints. The PDR will include a summary of alternatives evaluated, selection of the preferred alternative, basis of design, and opinion of probable construction cost. Submittal of the final PDR approved by the District and DDW will finalize facilities and components to be included in the final design and within the scope of allowable FEMA costs.
- Provide complete plans and specifications for four new bolted steel tanks. Plans and specifications will address demolition of existing utilities and solutions to any conflicts, site stabilization, foundation design, site piping plan including trench and connection detailing, electrical and control design, valve and fitting schedules, and location of temporary water tank with connection details.
- Provide engineering services during bidding, periodic construction inspection, and preparation of Record Drawings.

Our fee to provide the outlined Scope of Services is broken down into the three major tasks outlined above. Additional related work, including environmental documentation, permitting, construction contract administration, contract change orders, requests for information, monthly pay requests, labor code compliance, and assistance with project close-out, can be provided by our highly qualified team. Our cost proposal includes major tasks itemized by hours, position, billable rate, and total cost, along with subconsultant fees and expenses and is contained within the enclosed sealed envelope. The Project Team and areas of responsibility are summarized in Table 1.

TABLE 1
CONSULTING ENGINEERING DESIGN SERVICES FOR
REPLACEMENT OF REDWOOD WATER TANKS IN SODA BAY CSA-20
PROJECT TEAM MATRIX

Name	Title	Years of Experience	Years at Current Firm	Design Project								Years of Similar Project Experience	Notable Current Projects Underway
				Planning				Design					
				Prelim Design Report	Geotech	Seismic	Survey Tank Sites	Site Plans	Temp Tanks	Electrical & Controls	Structural Design		
PACE Engineering													
Thomas Warnock, P.E.	Project Manager	33	30									29	9
Rick Bowser, P.E.	Project Engineer	16	17									10	3
John Brunemeier, P.E.	Structural Engineer	36	28									20	4
Tony Bowser, P.E.	Electrical Engineer	14	14									20	3
Troy Jones, P.E.	Senior Engineer	23	23									9	1
Jesse Lenaker, P.L.S.	Survey Manager	12	2									12	8
KC Engineering													
Dave Cymanski, G.E.	Geologic Engineer	29	22										
Andy King, P.E.	Project Engineer	16	16										

Our Project Team provides the ideal combination of planning, design, construction technical expertise, and knowledge of previous storage tank design projects to execute this project in a highly effective manner. Since 1980, PACE engineers have been responsible for the planning, design, and services during construction for 41 potable water storage tanks. Based upon this experience, PACE tracks reservoir construction costs as illustrated in Figure 1 and therefore; we should be able to provide an accurate construction cost for the proposed project.

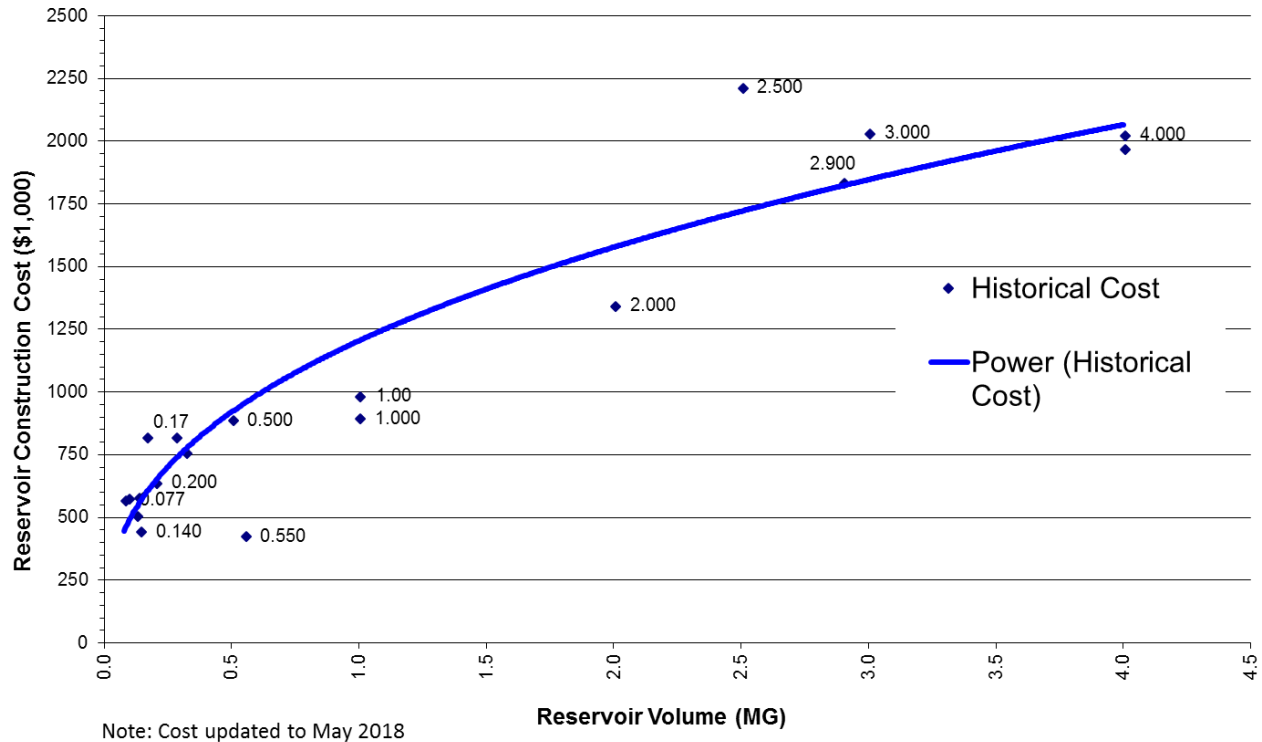


Figure 1 – Historical Reservoir Construction Cost By Volume

This project provides the opportunity to leverage this knowledge to upgrade the system to eliminate the risk of fire to this critical infrastructure. PACE can supply numerous project references and client contacts if so requested.



Our proposal format includes the following:

- Cover Letter
- Project Understanding
- Project Manager Qualifications
- Staff Qualifications
- Firm Qualifications
- Resumes
- Cost Proposal in a Separate Envelope

The PACE Engineering Project Team is pleased to have this opportunity to respond to your RFP. Please call with any questions you have regarding our proposal.

Sincerely,



Thomas W. Warnock
Principal Engineer

Enclosures

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PROPOSAL SECTIONS

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3. STAFF QUALIFICATIONS	8
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FIRM QUALIFICATIONS

APPENDIX A	PACE ENGINEERING, INC. RESUMES
APPENDIX B	KC ENGINEERING COMPANY PROFILE AND RESUMES

COST PROPOSAL (SEPARATE ENVELOPE)

SECTION 1

Lake County Special Districts (District) is soliciting proposals to provide professional services for the completion of a Preliminary Design Report (PDR) and design of four new bolted steel tanks to replace four existing redwood tanks which are susceptible to wildland fire damage. It is the intent of the District to hire a qualified consultant who can provide these services culminating in complete plans, specifications, and construction cost estimate which will be used to obtain bids for construction of improvements to Soda Bay CSA-20. PACE Engineering, Inc. (PACE), in association with KC Engineering, understand the Project and are pleased to respond to your Request for Proposal (RFP). PACE, as part our response to the RFP, has:

- Conducted a site review on May 10, 2018 with KC Engineering and District staff
- Discussed proposed improvements with District staff
- Coordinated geotechnical tasks with KC Engineering
- Reviewed FEMA policies and procedures of Standard Hazard Mitigation Grant Program

According to the District website, CSA-20 was formed in 1989 and in 1992, the Soda Bay Water Treatment Facility was completed to treat the surface water of Clear Lake for CSA-20 customers. CSA-20 currently has 667 connections and serves a population of nearly 1,417 residents with 15 miles of distribution pipeline, 6 storage tanks ranging in size from 30,000 to 330,000 gallons, 2 high service pump stations and 5 booster pump stations.

The four redwood tanks identified for replacement within CSA-20 are 1) Riviera Heights Zone 1 (60,000 gallons); Riviera Heights Zone 2 (60,000 gallons); Riviera Heights Zone 3 (60,000 gallons); and Riviera Heights Zone 4 (30,000 gallons). Potable water is pumped from the Soda Bay Zone 1 (330,000 gallons) storage tank to the Riviera Heights Zone 1 tank. Four 20-HP pumps at Zone 1 supply water to the Riviera Heights Zones 2 and 3 tanks. A 10-HP pump at Zone 3 supplies water to the Riviera Heights Zone 4 tank. It is anticipated that a temporary tank will need to be placed at each tank site while construction is underway on the new steel water tanks. Temporary tank sizes and locations will need to be determined during design based on analysis of zone water usage data from CSA-20. Potential locations for the temporary tanks were identified and discussed during the site visit.

Existing tank overflow piping ends at the tank edge or consists of polyethylene attached to the steel tank overflow piping. Existing tanks drain onto the ground at all sites. It may be desired to analyze alternatives for piping tank overflows and drains to locations that prevent tank site erosion.

Tank sites for Zones 1 and 3 have PG&E power for the on-site pump stations. Tank sites for Zones 2 and 4 have no power present. Relocation of existing tank-mounted power and level transducers will be required prior to demolition of the existing tanks.

The District has indicated that all environmental work and permits required for the project will be performed by County Staff. The District intends to pursue a categorical exemption under CEQA for the project.

The District has also requested only periodic inspection be provided in the proposal. PACE has included fifty percent construction observation in the proposal.

Riviera Heights Zone 1 Tank

The Riviera Heights Zone 1 tank site consists of a pump station and a 60,000-gallon redwood storage tank. The tank supplies water to Zone 1 as well as supplying all water pumped to Zones 2, 3, and 4. The pump station contains the pumps and controls necessary to pump water to Zones 2 and 3 tanks. A Tesco level transducer provides Zone 1 Tank level information locally and to the Soda Bay Water Treatment Plant.



Figure 2 – Zone 1 Tank

Multiple leaks from the tank have caused erosion and undermining of the existing concrete supporting the tank. Water currently runs towards the street as well as onto the adjacent property where it appears the owner directs the water into their landscaping.



Figure 3 – Zone 1 Tank Erosion

Walnut trees growing near the tank will likely need to be removed on the south and east sides to provide access for construction activities. A potential temporary tank site was identified as the asphalt driveway in front of the pump station and adjacent to the inlet/outlet tank piping.

Riviera Heights Zone 2 Tank

Riviera Heights Zone 2 is served by a 60,000-gallon redwood storage tank located at the Zone 2 tank site. A serious issue with this tank is that it no longer stands vertical but leans to the northeast towards the tank inlet/outlet. It is unclear whether there is an immediate risk of failure. Undermining of the existing concrete supporting the tank is visible. A Tesco level transducer provides tank level information locally and to the Soda Bay Water Treatment Plant. The tank-mounted transducer panel will need to be relocated to a temporary location prior to construction. There is no power present at the site.



Figure 4 – Zone 2 Tank

The steep gravel access driveway and small tank pad leaves no room for a temporary tank in those locations. However, a potential location was identified just northeast of the redwood tank adjacent to the inlet/outlet approximately 10 feet lower in elevation. An analysis of the zone hydraulics during preparation of the PDR will determine whether this location is appropriate.

Riviera Heights Zone 3 Tank

The Riviera Heights Zone 3 tank site consists of a pump station and 60,000-gallon redwood storage tank. Undermining of the existing concrete slab supporting the tank is visible mainly on the northeast side of the tank. A short but steep asphalt driveway provides access to the site. The tank supplies water to Zone 3 as well as supplying all water pumped to Zone 4.



Figure 5 – Zone 3 Tank and Pump Station

The existing PG&E electrical service to the site is overhead with strain reliefs mounted to the redwood tank. The PG&E meter is also mounted to the side of the redwood tank. Both will need to be relocated in order to demolish and replace the existing tank. The pump building appears to be appropriate for a permanent location of the electrical service.

A Tesco level transducer panel mounted on unistrut is bolted to the concrete supporting the tank and provides Zone 3 Tank level information locally and to the Soda Bay Water Treatment Plant. The transducer panel will need to be relocated to the pump station building prior to demolition of the existing redwood tank.

Riviera Heights Zone 4 Tank

The Riviera Heights Zone 4 tank site consists of a 30,000-gallon redwood storage tank supplying water to Zone 4. A long asphalt driveway provides access to the site with limited space at the tank location. The tank has had a liner installed and according to Scott Harter, temporary storage tanks were used with success during installation of the liner. Sufficient room for the temporary tank is immediately adjacent and south of the redwood tank.

A Tesco level transducer panel mounted on the tank exterior provides Zone 4 Tank level information locally and to the Soda Bay Water Treatment Plant. The transducer panel will need to be relocated prior to demolition of the existing redwood tank.



Figure 6 – Zone 4 Tank

SECTION 2**THOMAS WARNOCK, P.E.**

Thomas Warnock will serve as the overall Project Manager assisted by those listed in Table 1. Mr. Warnock has over 33 years of experience in the planning, design, construction management, and operations of water and wastewater projects in northern California and has been employed at PACE for 30 years. Mr. Warnock is a California Registered Civil Engineer, Class IV Certified Wastewater Treatment Plant Operator, and a Class V Water Treatment Plant Operator. He has been the project manager on approximately 29 tank design, replacement, and recoating projects completed for local agencies, 50% of which were federally funded in part or in total. Refer to Table 2 for a summary of Mr. Warnock's recent related experience with contact information.

TABLE 2 PROJECT MANAGER EXPERIENCE			
PROJECT NAME & DESCRIPTION	COMPLETION DATE	OWNER	CONTACT
Tanks and Pump Stations Replacement Project , \$3.85M, included replacement of four potable water storage tanks, temporary storage tanks during construction, four pump stations, and 12-inch water main	In Construction	Shasta Community Services District P.O. Box 2520 Shasta, CA 96087	Chris Koeper General Manager 530-241-6264
2014 Water System Upgrades Project , \$1.5M, included installation of new 0.2 MG clear well, GAC filters, and SCADA	7/31/15	Buckingham Park Water District 2880 Eastlake Drive Kelseyville, CA 95451	Nakia Foskett General Manager 707-279-8568
2013 Water Project , \$2.6M, included addition of 1.0 MG tank, well filters, pump station, and SCADA	2/13/13	City of Williams 810 E Street Williams, CA 95987	Frank Kennedy City Administrator 530-473-2955
Crag View Water Treatment Plant Improvement Project , \$1M, included new water treatment plant with three pressure filters, 0.016 MG backwash tank and SCADA	9/2/12	Shasta County Service Area #23 1855 Placer Street Redding, CA 96001	Pat Minturn Public Works Director 530-225-5110
Water Treatment Plant Improvement Project , \$2.1M, included 0.4 MG storage tank, 0.12 MG backwash tank, raw water pump station, rehab of two pressure filters, and SCADA	11/12/09	Shasta Community Services District P.O. Box 2520 Shasta, CA 96087	Chris Koeper General Manager 530-241-6264

The current Shasta Community Services District Project listed above is very similar to the CSA-20 Project wherein the sizing and staging of temporary tanks had to be coordinated with the Fire Marshal to ensure adequate fire protection while under construction.

PROJECT MANAGER QUALIFICATIONS

Mr. Warnock is currently the Project Manager on nine notable projects that are currently undergoing planning, design, or construction. Fortunately, Tom is able to assign substantially qualified project engineers to these projects. Tom also serves as the chief wastewater plant operator for the City of Dunsmuir, Lewiston Park Mutual Water Company, and Lewiston Community Services District. Here again, Tom relies heavily on skilled agency operators and PACE staff for daily operations, maintenance, and regulatory compliance of the facilities. Chief Plant Operator responsibilities allow Tom to remain current on the needs of regulators, operators, and agency managers alike.

SECTION 3

Key PACE employees to be assigned to this project, total years of experience, and number of years employed at PACE are summarized in Table 1.

RICK BOWSER, P.E.

Rick Bowser is a registered Civil Engineer; he joined PACE in 2001. Rick has experience in the design of water system facilities and sewage collection systems, as well as water reclamation projects. Rick was a leader in the design of the 2013 City of Williams Water System Improvement Project, City of Lakeport Water and Wastewater Improvements Project, and Buckingham Park Water District Water System Upgrades and Tank Recoating Projects, and Konocti County Water District Water System Improvements Project. His responsibilities included design, scheduling, construction observation, and engineering services during construction. Rick has also worked on the City of Redding Foothill 4 MG storage reservoir, Buckeye Transmission Main Project, and Shasta County CSA projects.

JOHN BRUNEMEIER, P.E.

Mr. Brunemeier has 36 years of professional engineering experience. He is a registered Civil and Structural Engineer in the states of California and Nevada. During his career, he has had the opportunity to gain experience designing a wide variety of structures including multistory buildings, schools, hospitals, industrial buildings, as well as water and wastewater treatment plants, water storage tanks, and associated structures. Prior to coming to PACE, he was a plan check engineer for the City of Redding Building Department. His clients include architects, contractors, developers, and several public agencies.

TONY BOWSER, P.E.

Tony is a registered Electrical Engineer in the State of California. He has more than 14 years of design experience with water/wastewater control systems including electrical power distribution, lighting system design, fire alarm system design, automatic control systems, and standby generating systems. Mr. Bowser is currently in the process of designing a new SCADA system for the City of Yreka among numerous other projects.

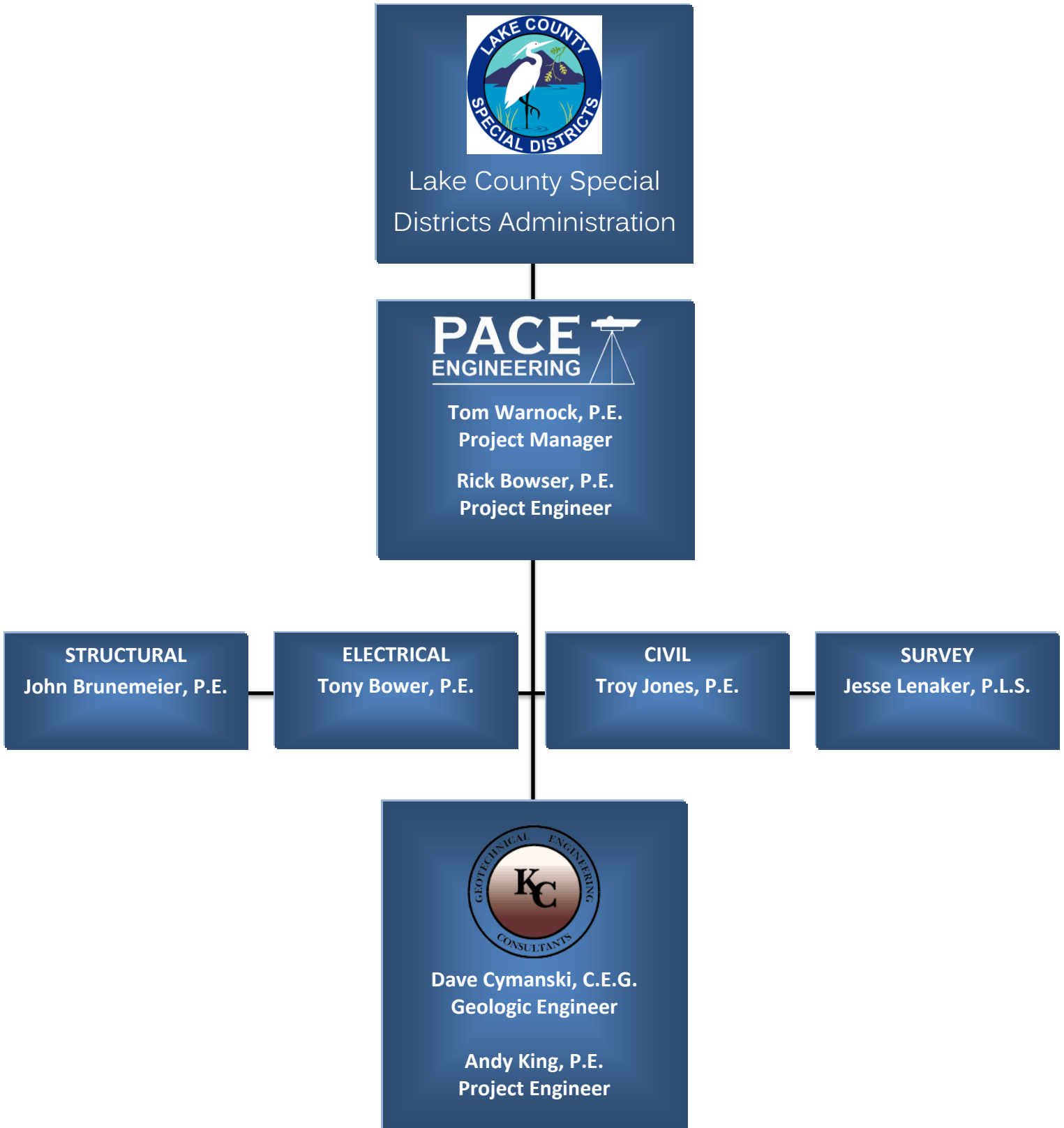
TROY JONES, P.E.

Troy Jones has been involved in a variety of civil engineering projects over the last 23 years at PACE. Mr. Jones has experience in the design of storm drains, sewer, water, and site improvements, and has served as Project Engineer on several roadway, municipal improvement, and site development projects. He is a licensed engineer in California and has worked in the consulting field for 15 years and in the surveying field for an additional 4 years. His responsibilities include project management, design, technical specification preparation, utility coordination, and hydraulic analysis.

JESSE LENAHER, L.S.

Mr. Lenaker is a licensed land surveyor with 10 years of experience. He joined PACE in 2016 and has been the Survey Manager since January 2017. His surveying background is wide ranging and includes experience completing boundary, cadastral, construction, control, and topographic surveys. Additionally, he has over 4 years of experience managing complex survey projects for both public and private sector clients.

STAFF QUALIFICATIONS



SECTION 4

PACE Engineering, Inc. was established in 1976 to provide engineering and surveying services in northern California. We are a multi-discipline civil engineering firm specializing in water and wastewater facilities, street design, land development, structural, electrical and control, surveying and mapping, and other aspects of civil engineering projects. Currently, 50 employees including 12 registered civil engineers, 4 structural engineers, 2 electrical engineers, and 3 licensed land surveyors make up our professional team.

PRINCIPAL STOCKHOLDERS WITH CONTRACTUAL AUTHORITY:

Paul Reuter, President and Managing Engineer

Fred Lucero, Secretary/CFO

Bob Harp, Vice President

Thomas Warnock, Vice President

John Brunemeier, Principal Engineer

CONTACT PERSON:

Thomas Warnock

Principal Engineer

PACE Engineering, Inc.

1730 South Street

Redding, CA 96001

Office: 530-244-0202

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SUBCONSULTANTS:

KC Engineering – Geotechnical

PACE EMERGENCY SERVICES EXPERIENCE

A devastating wildfire in 2014 caused significant damage to the City of Weed's water distribution system. The Boles fire destroyed the City's old 100,000-gallon redwood Woodridge Tank and the remaining redwood Lincoln Heights Storage Tank was insufficient to provide adequate pressure and fire storage to the community.

PACE worked closely with the California Office of Emergency Services (Cal OES) to quickly restore and improve the City's storage and delivery systems. PACE partnered with TICO Construction in a design-build arrangement to replace both redwood storage tanks with PRV stations, a new 400,000-gallon steel tank to boost fire storage capacity, and a new well. Construction was completed in just 5 months.

FIRM QUALIFICATIONS

A short list of potable water storage tank projects wherein PACE provided complete planning, design, and construction engineering services is summarized in Table 3.

TABLE 3 PACE ENGINEERING POTABLE WATER STORAGE TANK EXPERIENCE			
PROJECT	Manager	OWNER	CONTACT
	Engineer		
2018 Water System Improvements Project Designed submitted on replacement of Clear Lake Pump Station, process upgrades, and new 0.5 MG clear well	Tom Warnock	Konociti County Water District	Frank Costner General Manager 707-994-2561
	Rick Bowser		
2016-2018 Tank and Pump Stations Replacement Project Construct four replacement tanks and pump stations	Tom Warnock	Shasta Community Services District	Chris Koeper General Manager 530-241-6264
	Jessica Chandler		
2016-2017 Storage Reservoir Recoating Project Repair and recoating of District's 0.1 and 0.2 MG potable water storage tanks	Tom Warnock	Buckingham Park Water District	Nakia Foscett General Manager 707-279-8568
	Rick Bowser		
2014 Water System Upgrades Project Construction of 0.4 MG clear well	Tom Warnock	Buckingham Park Water District	Nakia Foscett General Manager 707-279-8568
	Rick Bowser		
2014 Water System Improvements Repair and recoating of the existing 1.0 and 1.5 MG potable water storage tanks	Tom Warnock	City of Lakeport	Mark Brannigan (Retired) Public Works Director 707-263-3578
	Rick Bowser		
Keswick 2013 WTP Improvements Construction of 0.5 MG potable water storage tank and recoating of an existing 0.05 MG tank	Tom Warnock	Shasta County	Troy Bartolomei Deputy Public Works Director 530-245-6806
	Rick Bowser		
2013 City of Williams Water System Improvement Project Construction of 1.0 MG at grade storage tank	Tom Warnock	City of Williams	Frank Kennedy City Administrator 530-473-2955
	Rick Bowser		
2010-2013 Fall Creek Water System Project Construction of 0.55 MG backwash tank and construction of 2.5 MG clear well	Tom Warnock	City of Yreka	Steve Neill (Retired) Director of Public Works 530-841-2319
	Rick Bowser		
2010-2013 Elk Trail Water Improvement Project Construction of 0.28 and 0.14 MG potable water storage tanks	Paul Reuter	Shasta County	Al Cathey Supervising Engineer 530-245-6807
	Keith Krantz		
2010-2012 Crag View WTP Improvements Construction of 0.016 MG backwash tank	Tom Warnock	Shasta County	Scott Wahl Assistant Public Works Director 530-225-5133
	Rick Bowser		

LAND SURVEYING



PACE's survey department is responsible for property surveys and the preparation of legal descriptions for hundreds of rights-of-way and easements for road and utility projects. PACE teams provide survey supervision and coordination for control surveys, property boundary surveys, aerial mapping, topographic surveys, construction staking, and ALTA title surveys. PACE's widely respected survey department is led by Jesse Lenaker, L.S.

Our survey crews are equipped with the latest in "total station" technology, including two robotic total stations. Additionally, PACE is one of the few firms in northern California that owns and operates a global navigation satellite system continually-operating GPS base station. We are the northernmost member of the California Survey and Drafting Supply's CSDS RTN. This GPS system provides significant cost savings for control surveys and topographic surveys in open areas.



PACE has added 3D laser scanning to the long list of services we can provide. Laser scanning provides data capture of up to 216,000 points per second and the equipment can capture photos in the process, allowing the photos to be coordinated with the collected point cloud data. We anticipate this new service will be instrumental in providing high accuracy as-built records, its ability to take measurements from site photos over the web, and make more accurate quantity calculations. The potential benefit of this service to our Clients seems endless.

**AGREEMENT FOR REPLACEMENT OF FOUR
REDWOOD WATER TANKS IN
SODA BAY CSA-20**

ATTACHMENT C

PHASE 1 – DESIGN BID LUMP-SUM COST



EXHIBIT A
Lake County Special Districts
Replacement of Four Redwood Water Tanks in Soda Bay CSA-20
Phase 1 - Design Bid Lump-Sum Cost
July 23, 2018

WORK TASK	PACE ENGINEERING									Category Subtotal
	T. Warnock Project Manager	R. Bowser Project Engineer	T. Jones Senior Engineer	J. Brunemeier Structural Engineer	T. Bowser Electrical Engineer	J. Lenaker Survey Manager	Two-Man PW Survey Team	Drafting	Office Staff	
PHASE 1 - DESIGN BID	Workdays									
Task 1 - Prepare Preliminary Design Report & Survey										
a. Manage PACE staff	1.00								1.00	\$2,072
b. Obtain and review Record Drawings for four tank sites		0.50								\$712
c. Coordinate geotechnical investigation of four tank sites		1.00								\$1,424
d. Survey four existing tank locations						1.00	4.00			\$13,136
e. Produce topographic maps of four existing tank sites		1.00	2.00							\$4,272
f. Determine seismic requirements for each tank site				1.00						\$1,544
g. Site visit to review topographic map and determine temporary tank locations and misc.		1.00								\$1,424
h. Determine temporary and permanent piping plans at each site		2.00								\$2,848
i. Determine electrical requirements		0.50			1.00					\$2,136
j. Identify utility conflicts		0.50								\$712
k. Review geotechnical report of each tank site	0.25	0.25		0.25						\$1,128
l. Develop cost alternatives for each tank site	0.50	1.00								\$2,196
m. Develop alternatives analysis	0.50	1.00								\$2,196
n. Estimate construction schedule	0.25	0.25								\$742
o. Prepare draft Preliminary Design Report and issue electronic copy to team for review	1.00	2.00							1.00	\$4,920
p. Receive and incorporate comments on draft Preliminary Design Report		0.50	0.50	0.50	0.50					\$2,908
q. Issue copies of final Preliminary Design Report			0.50						0.50	\$976
Subtotal	3.50	11.50	3.00	1.75	1.50	1.00	4.00	0.00	2.50	\$45,346
Task 2 - Prepare Contract Documents										
a. Prepare construction contract documents (90% plans and specifications)	5.00	20.00	5.00	10.00	4.00	1.00		10.00	2.00	\$76,520
b. Issue 90% contract documents to District & SWRCB DDW for review		0.50							1.00	\$1,240
c. Receive and incorporate 90% comments from District & DDW	1.00	2.00							0.50	\$4,656
Subtotal	6.00	22.50	5.00	10.00	4.00	1.00	0.00	10.00	3.50	\$82,416
Task 3 - Services During Bidding										
a. Distribute contract documents to three preselected contractors for bidding	1.00	1.00							1.00	\$3,496
b. Address questions and issue addendum during two-week bid period		3.00		2.00	1.00					\$8,784
c. Review bids received and make recommendation to District	1.00									\$1,544
Subtotal	2.00	4.00	0.00	2.00	1.00	0.00	0.00	0.00	1.00	\$13,824
TOTAL PERSON-DAYS	11.50	38.00	8.00	13.75	6.50	2.00	4.00	10.00	7.00	
LABOR \$/DAY	\$1,544	\$1,424	\$1,424	\$1,544	\$1,424	\$1,328	\$2,952	\$968	\$528	
LABOR COST PER CLASSIFICATION	\$17,756	\$54,112	\$11,392	\$21,230	\$9,256	\$2,656	\$11,808	\$9,680	\$3,696	
TOTAL PACE ENGINEERING LABOR COSTS										\$141,586
KC ENGINEERING GEOTECHNICAL REPORT										\$17,656
SUBCONSULTANT MARKUP										\$1,766
TOTAL ENGINEERING SERVICES COST ESTIMATE										\$161,000