

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT  
AGREEMENT NO. 230149B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 13<sup>th</sup> day of September, 2022, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and GHD, Inc., a California corporation whose business address is 2235 Mercury Water Suite 150, Santa Rosa, CA 95407, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, the DISTRICT’s Sewer Lift Station A Collection and Storage Tank is experiencing accelerated corrosion and pitting along the shell wall and roof due to prolonged buildup of sewer gases in the space above the operational high water line; and

**WHEREAS**, a replacement tank more suited to a raw sewage application is critical to prevent failure of the tank and potential raw sewerage spills into nearby Putah Creek; and

**WHEREAS**, DISTRICT wishes to obtain specialized services, as authorized by Government Code section 31000 *et seq.*, for geotechnical investigations and design services for the Sewer Lift Station A Tank Replacement Project (Project); and

**WHEREAS**, on June 21, 2022, DISTRICT issued a Request for Proposals (RFP) for an engineering consultant to provide such services for the Project; and

**WHEREAS**, the District staff evaluated and assigned scores to two proposals submittals by engineering firms that culminated in the selection of CONSULTANT based on their qualifications, expertise, and proposed project approach;

**NOW, THEREFORE**, DISTRICT hereby engages the services of CONSULTANT, and CONSULTANT agrees to serve DISTRICT in accordance with the terms and conditions set forth herein:

**TERMS**

1. **Term of the Agreement.** The term of this Agreement shall be effective on the date approved by the Governing Board and shall expire one year after completion of the Scope of Services, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the

obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. **Scope of Services.** CONTRACTOR shall provide all services necessary for the design of the Project, as further described in Exhibit "A" and Attachment 1 attached hereto and hereby incorporated by reference.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the scope of services, DISTRICT shall pay CONTRACTOR at the hourly rates set forth in Exhibit "A" and Attachment 2 attached hereto and hereby incorporated by reference.

(b) Expenses. No travel or other expenses will be reimbursed by DISTRICT.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of One Hundred Ninety Thousand Six Hundred Seventy Four Dollars (\$190,674) for professional services including all transportation expenses and tax; provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to DISTRICT of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit no more than one invoice per month to the District Engineer who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following the date of the last signature to this Agreement. A sample invoice showing the level of detail required is attached as Exhibit "C."

(b) Legal status. So that DISTRICT may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the District Engineer upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, DISTRICT employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at

CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that DISTRICT may monitor the work performed by CONTRACTOR. DISTRICT shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. [reserved]

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide DISTRICT with certification of all such coverages upon request by DISTRICT's Risk Manager.

(b) **Liability insurance.** CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Professional Liability/Errors and Omissions.** Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) **Certificates of Coverage.** All insurance coverages referenced in paragraph 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of DISTRICT's Risk Manager, demonstrated by other evidence of coverage acceptable to DISTRICT's Risk Manager, which shall be filed by CONTRACTOR with the DISTRICT prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its DISTRICT number or title and department; shall be kept current during the term of this Agreement; shall provide that DISTRICT shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) **Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in paragraph 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in paragraph 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming DISTRICT, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of DISTRICT shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by DISTRICT's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to DISTRICT's Risk Manager. At the option of and upon request by DISTRICT's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, CONTRACTOR shall provide financial assurance to be agreed upon by CONTRACTOR and DISTRICT.

(e) **Inclusion in Subcontracts.** CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.



8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall indemnify, and hold harmless the DISTRICT and its officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of, personal injury (including death), including but not limited to DISTRICT employees, and the public, or damage to the property of any person or entity, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold DISTRICT and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting Party in the manner set forth in Paragraph 13 (Notices). The DISTRICT's Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for cause.

10. **Other Termination.** This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by DISTRICT unless an opportunity for consultation is provided prior to the effective date of the termination. DISTRICT hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for the convenience of DISTRICT.

11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a Party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to DISTRICT, DISTRICT shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains DISTRICT data on those portions of digital software hosted by CONTRACTOR and not controlled by DISTRICT ("DISTRICT data"), CONTRACTOR shall promptly return DISTRICT data to DISTRICT Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge DISTRICT data from CONTRACTOR's systems upon confirmation from DISTRICT that the copy of the data provided to DISTRICT is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of DISTRICT, the property of and shall be promptly returned to DISTRICT, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only DISTRICT shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that DISTRICT shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which DISTRICT is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to DISTRICT or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by DISTRICT for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to DISTRICT.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and DISTRICT may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to DISTRICT from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either Party desires to give the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT  
Lake Berryessa Resort Improvement District  
Christopher M. Silke, P.E.  
District Engineer  
1195 Third Street, Suite 101  
Napa, CA 94559

CONTRACTOR  
GHD, Inc.  
Alex Culick, P.E.  
Principal  
2235 Mercury Way, Suite 150  
Santa Rosa, CA 95407

14. **Compliance with DISTRICT Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by DISTRICT employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment," which is found in the Napa County Policy Manual Part I, Section 37K.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the DISTRICT computer network shall sign and have on file with DISTRICT's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is found in the Napa County Policy Manual Part I, Section 37U.

15. **Prevailing Wage Requirements.** The scope of services includes "public works" as defined in the California Labor Code. CONTRACTOR shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit B. In instances where federal (Davis-Bacon) prevailing wages also apply to the trade or work, CONTRACTOR shall pay the higher of the two wages.

**16. No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of DISTRICT, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for DISTRICT to withhold its consent to assignment. For purposes of this subparagraph, the consent of DISTRICT may be given by the District Engineer.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

**17. Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only DISTRICT, through its Purchasing Agent or designee (as long as the total contract term, including all renewals, does not exceed three (3) years and the annual aggregate compensation paid to CONTRACTOR by DISTRICT under this agreement will not exceed \$73,400), or through its Governing Board (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services in section 2 of this Agreement. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

**18. Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

**19. Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of DISTRICT by the State of California pursuant to agreement between DISTRICT and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to DISTRICT for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold DISTRICT harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that DISTRICT is audited for compliance regarding any withholding or



other applicable taxes or amounts, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** DISTRICT, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after DISTRICT makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and DISTRICT each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The Parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to DISTRICT and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as DISTRICT may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of DISTRICT relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, DISTRICT may terminate this Agreement immediately upon giving written notice without further obligation by DISTRICT to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that DISTRICT has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By executing this Agreement, the District Engineer is confirming the Scope of Services does not trigger a requirement for CONTRACTOR to file a statement of economic interests.

24. **Warranty.** CONTRACTOR shall perform the services consistent with the level of care, diligence, and skill ordinarily exercised by professional consultants performing the same or similar services under the same or similar circumstances at the same time and geographic location that the services are provided by CONTRACTOR.



25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

26. **Attorney's Fees.** In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **ARPA Conditions.** This Agreement is funded in whole or in part with federal Coronavirus State and Local Fiscal Recovery Funds received by the DISTRICT through the American Rescue Plan Act (ARPA). CONTRACTOR shall comply with the special terms and conditions set forth in Exhibit "D," attached hereto and hereby incorporated by reference. CONTRACTOR shall further require any subcontractors it hires to work on the Project to comply with the special terms and conditions set forth in Exhibit "D," as applicable.

29. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

30. **Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

**IN WITNESS WHEREOF**, this Agreement is executed by the Lake Berryessa Resort Improvement District, acting by and through the Chair of the Governing Board, and by the Contractor through its duly authorized officers.

GHD, INC.

By   
THEODORE B. WHITON, Vice President

By   
ALEX CULICK, Vice President

LAKE BERRYESSA RESORT IMPROVEMENT  
DISTRICT, a Special District of the State of California

By \_\_\_\_\_  
RYAN GREGORY, Chair of the Governing  
Board of Lake Berryessa Resort Improvement District

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>September 7, 2022</u></p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Secretary of the District</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District</p> <p>By: _____</p>
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## **EXHIBIT “A”**

### **SCOPE OF WORK AND COMPENSATION**

#### **I. SCOPE OF SERVICES**

CONTRACTOR shall provide professional engineering services to design a replacement sewer collection and storage tank at the Sewer Lift Station A, produce construction level documents suitable for competitive bidding, and provide support during the bidding and construction phases of the Project. Refer to GHD, Inc. Scope of Work proposal dated July 28, 2022, attached hereto and incorporated by reference as Attachment 1, for itemization of the work scope.

#### **II. COMPENSATION**

CONTRACTOR shall be compensated on a time and materials basis, at the rates set forth in CONTRACTOR’s fee schedule for a concrete tank dated July 28, 2022, attached hereto and incorporated by reference as Attachment 2.

**III. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of DISTRICT pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

## EXHIBIT “B”

### CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to California Labor Code sections 1720 through 1861, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**2. Penalties for Violations.** The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

**3. Payroll Records.** The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require all subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the County and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

**3.1.** If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

**3.2.** The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

**4. Apprentices.** The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

**5. Working Hours.** The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

**8. Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

**9. Contractor and Subcontractor Registration Requirements.** The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of California Public Contract Code section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code section 7029.1 or California Public Contract Code sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

**9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within 24 hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

**9.2.** By submitting a bid or proposal to the County, the Contractor is certifying that the Contractor has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5. The Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

**9.3.** The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County's request.

**9.4.** This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

**10. Stop Order.** Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.



**EXHIBIT "C"****[Company Name]**

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

**SAMPLE  
INVOICE**

INVOICE # \_\_\_\_\_

DATE: \_\_\_\_\_

**TO:**

[Customer Name]

[Street Address]

[City, ST ZIP Code]

**FOR:**

[Project or service description]

Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith,			
1/1/15	Site visit/investigation 123 Main St,	Engineer	1.5	\$165.00	247.50
1/1/15	Napa.	Smith,	1	\$165.00	165.00
	Conf w/Owner	Engineer	4	\$165.00	660.00
	AutoCad, Bldg X, 3 <sup>rd</sup> Floor	Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15		Smith,			
1/2/15	AutoCad Bldg X, 3 <sup>rd</sup> Floor	Engineer	4	\$165.00	660.00
	Conf w/Owner re 2 <sup>nd</sup> Floor	Smith,	.5	\$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2 <sup>nd</sup> Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	\$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup>	Jones, PE	1.5	\$195.00	292.50
	Floor				
TOTAL					

**Exhibit D**  
**American Rescue Plan Act (ARPA)/ CSLFRF**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS**

- 1.1. Government** means the United States of America and any executive department or agency thereof.
- 1.2. Treasury** means the Department of the Treasury of the United States of America.
- 1.3. ARPA** means the American Rescue Plan Act (Pub. L. No. 117-2 (Mar. 11, 2021)) (codified at Section 601 et seq. of Title VI of the Social Security Act) and related funding and financial assistance programs, including the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), collectively referred to as the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) and federal Assistance Listing CFDA 21.027.
- 1.4. Third Party Subcontractor** means a subcontractor at any tier entered into by CONTRACTOR or any subconsultant or subcontractor, financed in whole or in part with federal assistance, including ARPA funds under the Agreement.
- 1.5.** For purposes of this Exhibit, CONTRACTOR shall also mean the CONTRACTOR, Subcontractor, Consultant, or other party to the subject Agreement with the DISTRICT, and may be referred to as such.
- 1.6. Agreement** means that certain Agreement between the Lake Berryessa Resort Improvement District (“DISTRICT”) and CONTRACTOR, and to which this Exhibit is made a part.

As a condition of the Agreement and of the ARPA funding under this Agreement, CONTRACTOR shall comply as follows:

**2. GENERAL REQUIREMENTS**

- 2.1.** CONTRACTOR shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, Treasury policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.<sup>1</sup> Part 200, and its Subparts B-General Provisions, C-Pre-Federal Award Requirements and Contents of Federal Awards, D-Post Federal Award Requirements, E-Cost Principles, and F-Audit Requirements; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712);

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<sup>1</sup> Code of Federal Regulations (“CFR”).

the Hatch Act (5 U.S.C.<sup>2</sup> 1501 et seq.); and all related and Treasury-mandated federal regulations, including 31 CFR Part 35.

- 2.2. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of this Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. CONTRACTOR shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to DISTRICT for guidance. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause DISTRICT to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.
- 2.3. The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.4. CONTRACTOR shall attach and apply all terms and conditions stated herein to all Third Party Subcontractors and shall require that all subcontractors of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subcontractor who will be subject thereto.

### **3. FURTHER ARPA REQUIREMENTS**

- 3.1. CONTRACTOR acknowledges that all or part of this Agreement will be funded with ARPA financial assistance.
- 3.2. CONTRACTOR shall comply with, and shall not cause the DISTRICT be out of compliance with, the requirements of ARPA, the regulations adopted pursuant thereto, all interpretive guidance issued by Treasury, and DISTRICT's grant assurances related to ARPA funding. CONTRACTOR shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.
- 3.3. Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible ARPA uses and activities in accordance with ARPA and Treasury's implementing regulations (31 CFR Part 35) and related interpretive guidance (including the ARPA Interim Final Rule and Final Rule as applicable), and all other applicable laws and regulations governing the use of ARPA funds. CONTRACTOR shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. CONTRACTOR shall return to DISTRICT any funds disallowed within ninety days of notification from DISTRICT to return such funds.
- 3.4. Any costs, payments, or expenses allowable under the Agreement must be incurred by December 31, 2024. Any funds not timely used must be returned to DISTRICT.
- 3.5. In the event of any violation of any ARPA requirement, any audit exception or disallowance, or of any term or condition of the Agreement, then payments or subawards made under this Agreement shall be subject to recoupment.

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<sup>2</sup> United States Code ("USC").

- 3.6.** Hatch Act. CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 3.7.** Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200). CONTRACTOR shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. CONTRACTOR shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, Subcontractor selection or rejection, and the basis for the contract price.
- 3.8.** Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Subpart E. CONTRACTOR must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source.
- 3.9.** Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.
- 3.10.** If applicable, CONTRACTOR shall comply with all program income requirements and restrictions in conformance with 2 CFR 200.307. Any revenue generated by CONTRACTOR from Agreement-supported activities or funds shall be reported to DISTRICT, including for direction as to disposition.
- 3.11.** Government expressly disclaims any and all responsibility or liability to CONTRACTOR or any third persons for the actions of DISTRICT, CONTRACTOR, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the funding or performance of this Agreement, or any other losses resulting in any way from the performance of any contract or subcontract related to this Agreement. CONTRACTOR acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the DISTRICT, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.
- 3.12.** Conflict of Interest. By executing the Agreement, CONTRACTOR certifies that is does not know of any fact which constitutes a violation of any conflict of interest law, including under Title 9, Chapter 7 (section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 (Section 1090 et seq.) of the California Government Code. CONTRACTOR shall disclose to DISTRICT in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR 200.112 and 2 CFR 200.318(c)). CONTRACTOR shall provide all

additional information necessary for DISTRICT to fully assess and address such actual or potential conflict of interest. Prohibited conflicts include as to economic and/or personal interests.

### **3.13. NONDISCRIMINATION**

**3.13.1. CONTRACTOR** (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations in its employment practices, delivery of services, and performance under this Agreement, and shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital or familial status, denial of family care leave, or on any other basis prohibited by law, including without limitation by Title VI of the Civil Rights Act of 1964 (42 USC §§ 200d et seq.) and Treasury's implementing regulations at 31 CFR Part 22 (prohibiting discrimination on the basis of race, color, or national origin); the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (prohibiting discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and Treasury's implementing regulations at 31 CFR Part 17 (prohibiting discrimination on the basis of disability); the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23 (prohibiting discrimination on the basis of age); Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.) (prohibiting discrimination in programs, activities, and services on the basis of disability); and the DISTRICT's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

**3.13.2. CONTRACTOR** (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall ensure that evaluation and treatment of employees and applicants for employment are free from unlawful discrimination and harassment.

**3.13.3. CONTRACTOR**, and all sub-grantees, contractors, subcontractors, successors, transferees, and assignees, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Contractors of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC 200d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.

**3.14. CONTRACTOR** acknowledges, agrees, and shall comply with the following:

**3.14.1.** Compliance with Title VI of the Civil Rights Act of 1964, as amended (42 USC 200d et seq.), and as implemented by the Department of the Treasury's Title VI

regulations, 31 CFR Part 22, and all other pertinent executive orders, directives, circulars, policies, memoranda, and guidances.

- 3.14.2.** Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” seeks to improve access to federally-assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Denying a person access to programs, services, and activities because of LEP is a form of prohibited national origin discrimination. CONTRACTOR shall initiate reasonable steps, and comply with Treasury directives, to ensure that LEP persons have meaningful access to its programs, services, and activities, which may entail providing language assistance services including oral and written translation when necessary. Reasonable steps for meaningful LEP access is available at 70 CFR 6067 and <http://www.lep.gov>.
- 3.14.3.** To consider the need for language services for LEP persons when developing and conducting programs, services, and activities.
- 3.14.4.** If any real property, structure, or personal property is acquired, provided, or improved with regard to this Agreement, the provisions herein shall apply for the duration during which the property is owned or possessed by CONTRACTOR or used for a purpose for which ARPA funds have been provided or for any other purpose involving the provision of similar services or benefits.
- 3.14.5.** To maintain a complaint log and inform DISTRICT of any complaint of prohibited discrimination, and of any administrative agency or court’s findings of non-compliance with Title VI, including any related information pertaining thereto as requested by DISTRICT.
- 3.14.6.** To cooperate in any enforcement or compliance review by Treasury as to any condition herein, including cooperation with information requests, on-site compliance reviews, and reporting requirements.

Compliance with the foregoing constitutes a condition of performance and of continued funding, and is binding on CONTRACTOR’s successors, transferees, and assignees as may be applicable.

- 3.15. Publications.** Any publications (press releases, social media posts, flyers, project signage) produced under this Agreement must display the following: “This project [is being][was] supported, in whole or in part, by federal award number [as indicated by County] awarded to Napa County by the U.S. Department of the Treasury.”
- 3.16. Whistleblower Protections.** CONTRACTOR shall comply with 41 U.S.C 4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. CONTRACTOR shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.



- 3.17. Increasing Seat Belt Use in the United States. CONTRACTOR is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- 3.18. Reducing Text Messaging While Driving. CONTRACTOR is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.
4. **SUBCONTRACTOR TERMS** (All subawards, funding transfers, and subcontractor agreements, in accordance with 2 CFR 200.331 and as may otherwise be designated in the Agreement)
- 4.1. All or part of the funding of this Agreement will be with Federal awards. CONTRACTOR is designated as a Subcontractor and the federal funds received under this Agreement are designated as a subaward of CSLFRF funds. Funds under this Agreement must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including all compliance and reporting requirements for ARPA funds. All terms of this Agreement shall remain in effect during all times that Subcontractor possesses or has control over ARPA funds, including any program income therefrom.
- 4.2. CONTRACTOR warrants and represents that it has, and shall maintain, the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of the subject project, program, and/or Agreement scope.
- 4.3. CONTRACTOR shall comply with, and administer all activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. CONTRACTOR shall maintain a financial management system which ensures control and documentation over the use and distribution of funds hereunder in accordance with the terms and conditions of this Agreement and with generally-accepted accounting principles.
- 4.4. CONTRACTOR shall maintain procedures for obtaining and recording information evidencing eligibility for any receipt or distribution of funds, including by any given beneficiary or lower-tier subcontractor or CONTRACTOR.
- 4.5. CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c) and that such conflict of interest policy is applicable to each activity using funds under this Agreement.
- 4.6. CONTRACTOR agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement. CONTRACTOR shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation Information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).
- 4.7. CONTRACTOR shall comply with and be responsible for all audit requirements required under federal law (including under 2 CFR Part 200) and as deemed necessary by authorized governmental entities, including Treasury. Pre-, interim, and post-award audits and other measures may be required, as determined by DISTRICT. All subcontractors (other than for-profit entities) who receive federal funding which taken

together total over \$750,000 in a single fiscal year are subject to single auditing and other requirements under 2 CFR Part 200, Subpart F. Said subcontractors must have a single or program-specific audit conducted for that fiscal year, as required by and in accordance with the provisions of 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the DISTRICT as soon as it is complete.

- 4.8. All expenditures of funds under this Agreement shall be reported to DISTRICT, as directed and in form indicated by DISTRICT, including as required by all applicable ARPA requirements.
- 4.9. CONTRACTOR shall permit DISTRICT, and all designated auditors, access to all records and financial statements as necessary for DISTRICT to ensure compliance with this Agreement and all federal laws, regulations, and ARPA requirements.
- 4.10. **Mandatory Disclosures.** CONTRACTOR must disclose, in a timely manner, in writing to DISTRICT all violations of Federal criminal law involving fraud, bribery, or gratuity violations. CONTRACTOR shall report civil, criminal, and administrative proceedings to SAM, as required by 2 CFP Part 180.
- 4.11. CONTRACTOR shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to DISTRICT. Subcontractors are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.
- 4.12. CONTRACTOR shall comply with the Privacy Act of 1974 and 2 CFR 200.335 in the collection, maintenance, use and dissemination of any personally identifiable information such as social security numbers, financial and medical information. CONTRACTOR will limit the collection, use and access of information about individuals to that which is relevant and necessary to accomplish its purpose, and such data shall be maintained with appropriate administrative, technical and physical safeguards to protect the information.
- 4.13. Upon the earlier of either the expiration (or termination of this Agreement) or the completion of the project and/or program funded under this Agreement, CONTRACTOR shall closeout its use of the funds and its obligations under this Agreement by complying with all closeout requirements under 2 CFR § 200.344. CONTRACTOR shall complete, to DISTRICT's satisfaction, all final closeout requirements when and as requested by DISTRICT. Closeout activities shall include, but are not limited to: close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable), and determining the custodianship of records.
- 4.14. **Compliance:** CONTRACTOR shall take timely and appropriate action on all deficiencies pertaining to the Agreement and use of DISTRICT -provided funds, as detected through audits, on-site reviews, or as indicated by DISTRICT . CONTRACTOR shall provide written confirmation upon request, highlighting the status of actions planned or taken to address any audit findings or other compliance matters as to the Agreement.

4.15. Pursuant to the Trafficking Victims Protection Act of 2000 (TVPA), as amended, CONTRACTOR and their employees (and subcontractors and their employees) may not:

4.15.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

4.15.2. Procure a commercial sex act during the period of time that the award is in effect; or

4.15.3. Use forced labor in the performance of the award or subawards under the award.

4.16. **Remedies for Noncompliance.** In addition to any other right or remedy arising under the Agreement or in law or equity, DISTRICT may impose additional special conditions or take additional measures if CONTRACTOR fails to comply with any federal law, regulation, or the terms and conditions of this Agreement, fails to meet expected performance goals, or when such measures are otherwise required to comply with federal law and grant funding. Conditions and measures may include:

4.16.1. Withholding cash payments pending correction of the deficiency;

4.16.2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

4.16.3. Disallowing all or part of the cost of the activity or action not in compliance;

4.16.4. Requiring additional or more frequent project status reporting;

4.16.5. Requiring additional, more detailed financial reports;

4.16.6. Requiring additional project monitoring;

4.16.7. Requiring CONTRACTOR to obtain technical or management assistance;

4.16.8. Establishing additional prior approvals; and

4.16.9. Wholly or partly suspending or terminating the award.

## 5. RECORDS

5.1. CONTRACTOR shall keep and maintain full, complete, and accurate program, client, statistical, financial, and other supporting records pertaining to all services and payments, expenditures or distributions, and/or assistance under this Agreement, as required by applicable laws and regulations and consistent with sound, best, and generally-accepted accounting and grant management principles and practices. CONTRACTOR shall provide DISTRICT, Treasury's Office of Inspector General, the Comptroller General of the United States, and the Government Accountability Office, and any of their authorized representatives, access to and the right to examine and copy, all such books, documents, papers, records, accounts, and other documents and sources of information (electronic and otherwise), and shall permit access to facilities, personnel, and other individuals and information as may be necessary or as required by federal regulations and other applicable laws or program guidance, for the purposes of making audits, examinations, investigations, excerpts, and transcriptions pertinent to this Agreement and as may be needed for DISTRICT to meet its ARPA and federal requirements. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to provide access to construction or other work sites relating to any Agreement work.

5.2. CONTRACTOR agrees to maintain all records that are pertinent to this Agreement, including financial, statistical, property, and participant books, records, accounts, reports,

and supporting documentation, for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and closeouts (including return of any remaining funding) are completed, except that in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, CONTRACTOR shall maintain same until the DISTRICT, Treasury, or the Comptroller General (or any of their authorized representatives), have disposed of all such litigation, appeals, claims, or exceptions related thereto. CONTRACTOR shall grant DISTRICT the option of retention of the records, books, papers, and documents in unalterable, electronic form if CONTRACTOR elects to dispose of said documents following the mandatory retention period.

## **6. DEBARMENT AND SUSPENSION**

- 6.1.** This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000, and is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM).
- 6.2.** CONTRACTOR must comply with 2 CFR Part 180, subpart C, 2 CFR Part 3000, subpart C, and Treasury's implementing regulation at 31 CFR Part 19, and shall include 1. a term or condition that the funding is subject to, and 2. a requirement to comply with these regulations, in any lower tier covered transaction it enters into.
- 6.3.** CONTRACTOR represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. CONTRACTOR agrees that neither CONTRACTOR nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180. Unless exempt, CONTRACTOR must maintain current information in the SAM, consistent with 2 CFR Part 25.
- 6.4.** This certification is a material representation of fact relied upon by DISTRICT. If it is later determined that CONTRACTOR did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to DISTRICT, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 6.5.** The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6.6.** CONTRACTOR agrees to the provisions of Exhibit D-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit D-1, CONTRACTOR is the “prospective lower tier participant.”

**7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (all construction contracts meeting the definition of “federally assisted construction contract” under 41 CFR 60-1.3)

CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 7.1.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 7.2.** The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 7.3.** The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- 7.4.** The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



- 7.5. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 7.6. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7.7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.8. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph 7.1 and the provisions of paragraphs 7.1 through 7.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

- 8. CONTRACT WORK HOURS AND SAFETY STANDARDS** (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

CONTRACTOR and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. CONTRACTOR and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and



regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No CONTRACTOR or subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The CONTRACTOR (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

29 CFR 5.5(a)

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: **Provided**, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, **Provided**, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (2) **Withholding.** DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay

laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the DISTRICT may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) *Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security

number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription

by authorized representatives of the DISTRICT or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) *Apprentices and trainees -***

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize



apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The CONTRACTOR and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the DISTRICT may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

- (1) The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of the Government, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

## **9. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

**9.1.** CONTRACTOR agrees that DISTRICT and Government do reserve, are granted, and shall otherwise have, jointly and severally, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

**9.1.1.** The copyright in any work developed with the assistance of funds provided under this Agreement;

**9.1.2.** Any rights of copyright to which CONTRACTOR purchases ownership with the assistance of funds provided under this Agreement.

**9.2.** CONTRACTOR grants to DISTRICT and Government, jointly and severally, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the DISTRICT or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the CONTRACTOR will deliver to DISTRICT data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement, in formats acceptable by DISTRICT.

## **10. RIGHTS TO INVENTIONS** (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)

\*NOT APPLICABLE\*

## **11. CLEAN AIR AND WATER POLLUTION REQUIREMENTS** (all contracts and subcontracts in excess of \$150,000)

### **11.1. Clean Air Act**

**11.1.1.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

**11.1.2.** CONTRACTOR agrees to report each violation to DISTRICT and understands and agrees that DISTRICT will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.

**11.1.3.** CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

### **11.2. Federal Water Pollution Control Act**

- 11.2.1. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).
- 11.2.2. CONTRACTOR agrees to report each violation to DISTRICT and understands and agrees that DISTRICT will, in turn, report each violation as required to assure notification to the State of California (if applicable), Treasury, and the appropriate Environmental Protection Agency Regional Office.
- 11.2.3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

**12. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended))** (all contracts and subcontracts in excess of \$100,000)

- 12.1. CONTRACTOR, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.
- 12.2. CONTRACTOR shall file the required certification, Exhibit D-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.

**13. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)**

If subcontracts are to be let, CONTRACTOR, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**14. PROCUREMENT OF RECOVERED MATERIALS**

- 14.1. CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 14.2. In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **15. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

### *(a) Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds under this Agreement to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### *(c) Exceptions.*

(1) This clause does not prohibit CONTRACTORS from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
  - (1) In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the Contractor or subContractor, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## 16. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.



*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Agreement.

## **18. BONDS** (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)

Unless otherwise excepted in writing by DISTRICT, CONTRACTOR shall obtain and maintain bonds as follows:

- 18.1.** A performance bond for 100 percent of the Agreement price, and
- 18.2.** A payment bond for 100 percent of the Agreement price.

## **Exhibit D-1**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or CONTRACTOR receiving Federal funds, as well as any subcontractors that the agency or CONTRACTOR enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, DISTRICT may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. CONTRACTOR is required to sign the certification below which specifies that neither CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that CONTRACTOR will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any CONTRACTOR that is debarred, suspended, or ineligible under 31 CFR Part 19.

#### **Instruction for Certification**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions***

1. CONTRACTOR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

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Organization Name

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Registration (Contract) No.

---

Name of Authorized Signatory (Typed)

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Title

---

Signature

---

Date



**Exhibit D-2**  
**APPENDIX A, 31 CFR PART 21 –CERTIFICATION REGARDING LOBBYING**  
*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subContractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

---

Organization Name

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Name of Authorized Signatory (Typed)

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Title

---

Signature

---

Date





ATTACHMENT 1

BID PROPOSAL





**Request for Qualifications/Proposals**

# **Lift Station A - Sewer Collection Tank Replacement Project**

**Technical Proposal**

**Lake Berryessa Resort Improvement District**

**July 28, 2022 5:00pm**

**→ The Power of Commitment**







July 28, 2022

Annamaria Martinez  
Assistant Engineer  
Lake Berryessa Resort Improvement District  
804 First Street  
Napa, California 94559

**Re: Lift Station A - Sewer Collection Tank Replacement Project**

Dear Annamaria,

The sewer collection tank at Lift Station "A" is now 20 years old and in need of replacement. GHD understands the District's goals of replacing the tank with a suitable replacement tank that will be sized properly to meet sewer flows, provide long term serviceability and maximize the available funding for construction. Based on our understanding of the project, our knowledge of the site, and the information presented in the RFP and site visit (July 7, 2022), GHD has put together our methodology and team designed to successfully deliver this project. Key features of our team include:

**A responsive, dedicated local project management team.** Our project management team of Alex Culick, our Project Director, and Michelle Trinh, our Project Manager, have extensive experience managing similar projects, including involving the design of steel tanks and have a continuing working relationship with the Lake Berryessa Resort Improvement District (District).

**A strong understanding of the project site and District business and project requirements.** Alex has collaborated successfully with the District on at least four projects in the last 5 years. Through these projects, Alex has gained an understanding of what is required to deliver a successful project for the District. Michelle worked with Alex and LBRID on the Backwash and Sewer Line Replacement project. With these two professionals at our helm, there will be no learning curve on design standards or project requirements. Our team brings design certainty through our understanding of site conditions and other challenges this project might bring.

**A strong track record of successful delivery of tank design and construction projects.** As seen in our Qualifications section, tank design is core to GHD's water business. We have successfully designed and multiple tanks over the years. Members of those teams are also assigned to this project and others are available to our team if we need to ramp up resources to complete this project.

**Litigation, Arbitration, Mitigation:** GHD trusts the District will appreciate that due to the commercial sensitivity and confidentiality of any litigation in which GHD may have been involved, GHD is not at liberty to disclose the information sought. However, we point out that as a component of its prudent risk management practices, GHD obtains high quality professional liability insurance in the world market, and domestically in the US, to provide cover in the industries in which it operates. As a consequence of engaging in business, there are sometimes claims asserted which may or may not give rise to litigation. The details and progress of any such claims are by necessity commercially sensitive and remain in confidence. We are able to inform you that there have been claims notified in the normal course of business, none of which we believe are material to the services which are the subject of your RFP. There are however presently no significant ongoing contract failures, no criminal matters, and there have been no judgments against GHD Inc. within the last 10 years.

**Disclosure of Potential Conflict of Interest Form:** A completed form is in Appendix B. GHD, or any team member, does not have any potential conflict of interest.

**Insurance:** Proof that GHD can meet the insurance requirements for this assignment are in Appendix C. Upon notification to proceed, GHD will provide the insurance certificate with coverage as per the RFP.

GHD appreciates the opportunity to submit our proposal to provide consulting services to the District on this project and we look forward to continuing our relationship with the District. If you have any questions regarding our submission, please do not hesitate to contact Alex at 707.599.6936 or alex.culick@ghd.com.

Regards,



**Alex Culick, PE**  
Project Director  
707.599.6936  
alex.culick@ghd.com



**Michelle Trinh, PE**  
Project Manager  
415.296.3642  
michelle.trinh@ghd.com





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# 1. Project Understanding

We have reviewed all of the project documentation provided with the RFP and the addenda that were issued, visited the site and have developed a very good understanding of the District goals and objectives for this project.

In general, the project consists of the replacement of the District’s 91,000 gallon bolted steel Sewer Collection Tank. The District originally operated with a 50,000 gallon welded steel sewer collection tank that experienced deterioration due to corrosion, then operated at reduced capacity that led to multiple overflows from the tank and was eventually replaced with the existing 91,000 gallon bolted steel storage tank.

GHD understands the District’s goals of replacing the tank with a suitable replacement tank that will be sized properly to meet sewer flows, provide long term serviceability and maximize the available funding for construction. There are several key

issues GHD will consider while designing the project that will be considered during the execution of the Preliminary Design Report. Some of the key issues we will consider are:

- 1. Tank materials and selection
- 2. Tank volume and sizing requirements
- 3. Compatibility of temporary storage during construction and utilization of that storage to reduce overall tank size requirements

An important component of the project is the design of the necessary site improvements including site grading for the tank pad, drainage, piping connections to the new tank and required emergency storage. The following section describes GHD’s understanding of these key issues.

## 1.1. Knowledge and Understanding of Conditions / Key Issues (Project Approach)

**In developing our approach to delivering the project, we have developed several “key issues” associated with each tank site and the overall project. These issues and our proposed approach to addressing them to deliver the most appropriate design solutions to the District are summarized in this section.**

### 1.1.1 Tank Materials and Selection

GHD understands the existing tank is an epoxy coated bolted steel tank. We have designed numerous bolted steel tanks with epoxy type coatings and linings and cathodic protection systems including several for the District. Other tank types that will be considered are stainless steel and concrete. As a part of our approach to delivering the most appropriate design we will prepare a cost-benefit analysis to determine the most cost effective tank type. We have been using this approach to storage tank planning and design with our clients recently so that our clients understand the pros and cons of each tank type and can make an informed decision on how to proceed with the best alternative.

For the purpose of this proposal we are providing a high level comparison of bolted stainless steel and bolted epoxy coated carbon steel tanks and cast in place concrete tanks. Each tank material type has benefits and drawbacks, which are described below and evaluated using the tank material type criteria described later in this section. For any coated and lined

bolted tanks, the coating and lining system is typically part of the turnkey package provided by the tank manufacturer.

There are also other bolted steel tank types available which may be appropriate for this project, including glass-fused to steel, which is a single source strong, integrated porcelain enamel and steel material fused together at over 1500° F, creating a hard inert, inorganic coating that never needs painting.

**If selected for this project, we will update the analysis of the tank material types and coating and lining systems with input from the District to make sure the District receives the most appropriate design for the sewer collection tank. This analysis will include a cost-benefit analysis with a recommendation for replacement of the existing tank that will provide the District with a durable asset that meets or exceeds the current operational needs.**

## Bolted Stainless Steel Tanks

Bolted stainless steel tanks are often used in the food and beverage industry, in wastewater treatment plants and for leachate storage because of their durability and corrosion resistance. In these industries they are typically made with Type 304 or Type 316 stainless steel, although other types are also available. Stainless steel is virtually inert and does not react with the stored liquid. Bolted stainless steel tanks are quickly gaining popularity in municipal water storage. They meet ASTM, AWWA, NSF-61 and API specifications, and are designed to meet all California seismic and building code requirements. They are constructed on reinforced concrete foundations and have self-supported roofs. With an estimated 80-year service life, stainless steel tanks have the longest useful life of the bolted steel tank materials available. Because bolted stainless steel tanks have such a long life, excellent seismic performance and have very low maintenance requirements, they are a favorable material choice various types of liquid storage. Figure 1 shows a typical image of a bolted stainless steel tank.

Bolted stainless tanks are visually neutral as they are not shiny but rather a dull grey in color. **They require no coating systems**, although they can be coated if required for environmental (visual) reasons. **They require little to no routine maintenance, no coating maintenance, and no cathodic protection system.** Because there is no coating system required there is no risk of coating damage during shipping and erection, and no need for field testing and touch-up of coating systems during construction.

## Bolted Epoxy Coated Carbon Steel Tanks

Bolted epoxy coated carbon steel tanks have been a standard for all types of water storage for decades. They are manufactured from carbon steel and coated with a factory thermosetting fusion bonded powder epoxy coating that can be formulated to meet project-specific requirements for the stored liquid. An exterior urethane enamel topcoat is typically provided for UV protection, as epoxy becomes chalky over time from UV exposure. Compared with other bolted tank types, they require significantly higher operation and maintenance, including annual coating inspections and regular coating system maintenance. Sandblasting and exterior coating repair or replacement is recommended every five years. Even with regular interior and exterior inspections, problems and failures can occur. Epoxy coated steel tanks must have cathodic protection systems, especially when used to store corrosive liquids like raw sewage. Figure 2 shows a typical image of a bolted epoxy coated carbon steel tank.

During shipping and handling it is important that all panels be protected from damage. During construction it is critical that all panel surfaces be thoroughly inspected for holidays (chips, coating bubbles, and other coating imperfections). Holidays can occur during the factory coating process, during shipping and handling, and during erection.



**Figure 1:** Typical Bolted Steel Tank

Unlike the factory-coated or field-coated carbon steel tanks, stainless steel tanks have a high residual value in the recycling chain because the material does not lose value over its useful life.

Stainless steel tanks have about the same capital cost as epoxy-coated bolted steel tanks with cathodic protection systems.

Holidays must be sanded to bare metal, field primed and coated to ensure no areas of the metal panels are exposed to the air or water, which would accelerate corrosion. This construction inspection process is labor intensive; it must be thorough and requires special equipment.



**Figure 2:** Typical Bolted Carbon Steel Tank

Even when properly constructed, maintained, and regularly inspected, epoxy coated steel tanks have an expected useful life of 40 years when storing potable water. In other storage applications such as for sewage they can require replacement within 15 to 20 years depending on the corrosiveness of the stored fluid and the operation and maintenance program. As stated in the RFP the District has had to replace or provide some alterations to the existing tank approximately every 20 years.



**Figure 3:** Failed epoxy coated bolted steel water tank (Pacific Reefs Water District)

The tank was approximately 40 years old and had been regularly inspected and maintained. It failed because of corrosion along a bolted seam causing the tank wall panel to split and buckle. The corrosion was not visible and was not noticed during regular inspections. When the tank failed it destroyed the water treatment building, which had been occupied hours earlier.

Even with proper operation and maintenance catastrophic failure can occur. In the spring of 2013, the catastrophic failure of a 42,000 gallon epoxy coated bolted steel tank occurred at the Pacific Reefs Water District near Albion, CA, just south of the Town of Mendocino. Figure 3 shows images of the failed tank taken by the Division of Drinking Water Mendocino District.



**Compared with stainless steel tanks, epoxy coated bolted steel tanks have about the same capital cost. But when considering epoxy-coated bolted steel tanks require cathodic protection systems and coatings to realize their estimated 40-year design life, the life-cycle cost is much higher than stainless steel.**

### 1.1.2 Concrete Cast in Place Tanks

Concrete can be configured in a variety of geometries and with a variety of reinforcing strategies. Concrete can be either coated or uncoated. Concrete tanks are typically cast-in-place, pre-stressed, and post tensioned. For the approximately 91,000 gallon tank proposed, a cast in place approach would be most appropriate. The roof can be either concrete, or fiberglass with stainless steel hardware. Corrosion mechanisms of concrete attack the concrete itself, and the reinforcing steel within the concrete. Although concrete is significantly more resistant to corrosion than carbon steel, the potential for corrosion should be considered in the design of the tank. One simple design concept is to provide a slightly thicker wall section to allow for some concrete degradation over the long term. The steel in the concrete is subject to corrosion if exposed to oxygen and water.

However, the concrete is alkaline and forms a protective layer around the steel. This protective layer reduces corrosion potential. However if cracks develop which allow water to penetrate to the steel, the steel may corrode and expand further cracking and spalling of the concrete. The design should ensure adequate concrete cover over the steel. In addition, epoxy coated steel reinforcing can be used. Depending on final size requirements and taking into account emergency storage it may be feasible to construct a concrete tank within the project budget.



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### 1.1.3 Tank Volume and Sizing Requirements

The current tank has a volume of 91,000 gallons. The actual working volume is somewhat less than 91,000 gallons given the invert elevation of the influent sewer. In addition, the water treatment plant waste discharges to the sewer collection tank at an even lower elevation. Given the current influent inverts when the sewer collection tank operates at peak wet weather flows the influent pipes will back up. GHD believes there are some modifications that should be made to the configuration and discharge from the water treatment plant. The discharge should be elevated and an air gap provided at the discharge point. This will require some re-piping and a check that the water treatment plant sludge pumps can discharge adequately at a higher elevation. In addition, based on a flow analysis the overall tank volume may be able to be reduced which would allow for a more cost effective tank, possibly making concrete a feasible option. Based on sizing requirements a more cost effective FRP/Plastic overflow/emergency storage tank could be provided adjacent to the new tank that would provide the necessary extra volume for high flow scenarios and provide the necessary emergency storage to eliminate the possibility of SSO's.



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### 1.1.4 Temporary Storage

As discussed in the RFP temporary storage will be required for influent sewer flows in order to replace the current sewer collection tank. GHD understands the site configuration and operational requirements of Lift Station A and will provide a design for bypassing the existing tank to provide storage and to maintain the operations of Lift Station A. This will also present an opportunity to likely size a temporary storage tank that will then remain on site after construction and provide the emergency storage necessary for peak wet weather flows as discussed in the previous key issue. GHD will analyze this scenario as a part of the Preliminary Design Report and it may provide for a more economical tank size and type selection.



# 2. Project Quality

Quality Assurance and Quality Control (QA/QC) are integral to GHD’s design delivery process. GHD operates under the Practice Quality Management System, ISO 9001 and an Environmental Management System, ISO 14001 which are certified by Lloyds Register Quality Assurance. All of our project managers and technical staff receive training in the proper application of our project quality procedures.

The Quality Manager, Alex Culick, will develop a Project Quality Plan (PQP) for this project, and it will be used by the design team. The process starts when the project begins and ends with the completion of the final project approvals.

Design Quality Control (QC) reviews are managed by the Quality Manager who, along with the Project Manager, are ultimately responsible for delivering quality work products to the District.

Reviews are conducted to verify that Project deliverables and supporting documents are complete and understandable, conform to appropriate standards and guidance, and meet GHD’s and the District’s requirements and expectations. The Quality Manager makes sure the team adheres to the PQP, and that QA and QC review activities occur at the appropriate intervals. Quality management activities include:

- Performing an early 15% QA review of the project with the Project Manager to make sure the project is starting out on the path to success.
- Performing independent and documented design QC reviews, making sure the designers provide comment responses, and performing back-checks to verify comments are resolved before the team finalizes the deliverables.
- Verifying the design team is checking work products to confirm quality and documenting that prior review comments have been addressed and back-checked.

Quality Control includes verifying one or more of the following:

- Basic design data/information
- Technical assumptions used in the design of the Project including cost estimates
- Use of proper formats
- Compliance with requirements, and
- Calculation methods and/or numerical accuracy.

The PQP includes seven standard steps:

1. Project Concept Review
2. Discipline Review
3. Graphics / CAD Standard Review
4. Project Manager Review
5. District Comment Review
6. Coordination Review Meeting, and
7. Design QA / QC Review.

Design QC reviews performed at the discipline level include peer checks of calculations and general overviews of technical assumptions and results by senior personnel. Our QC reviews are documented and remain in the file as a permanent record. These records are referenced in GHD’s annual quality system audits and are often provided to clients as evidence of our active and thorough quality process.

### 3. Statement of Qualifications

In addition to the following GHD tank specific experience, GHD has an established working relationship with the District. Recent work completed includes the water storage tank and pump station replacement project completed in 2019, work at the WWTP, design and upgrades to the sewage lift stations including a redesign of Lift Station A and the work completed adjacent to the Lift Station A at the water

treatment plant. We have completed a survey at the site so will not have to complete additional surveying. Based on this recent experience GHD has local knowledge of the District’s facilities and operations and an overall understanding of the sewer system, location and rural setting that will enhance our services for delivering a successful project.

#### 3.1. Relevant Storage Facility Experience

GHD has considerable experience in the design and delivery of a wide variety of water storage facilities for water supply applications and tanks for industrial and wastewater applications. Water storage refers to all types of water including potable, raw wastewater and recycled water. It also refers to filter backwash water, industrial process water, caustic chemicals, and food products. Storage is commonly required to provide:

- A balance between storage capacity and variable local demands
- Emergency storage in case of system failures
- Stabilization of pressure fluctuations in the water systems
- Fire protection

- Material selection to suit long-term maintenance and operational requirements
- Life-cycle cost analysis of tank material types to select the most appropriate and cost-effective material for the life of the project.
- Roof design for both aesthetics and practical considerations, such as ventilation and internal framing
- Access requirements, including hatch and cover design for inspection and maintenance
- Computational fluid dynamics modeling
- Cathodic protection design
- Pipe inlet and outlet requirements, provision of altitude or float valves on the inlet, flow metering requirements, level control, design for future cleaning and inspections, water circulation, and pre- and post- chlorination facilities
- Site landscaping to minimize visual impacts

Clients benefit from GHD’s experience in providing steel and concrete tanks (reservoirs), elevated tanks (water towers) and in ground earthen storages (lined and unlined, covered and uncovered). Our services include:

Some of our local and California experience is shown on the following table.

Project Name and Location	Client	Description
LBRID Water Storage Tank Replacement, Pope Valley, CA	Lake Berryessa Resort Improvements District	(3) 85,000 – 175,000 gallon bolted steel water storage tanks
PRE-Tank 4A, Inverness, CA	North Marin Water District	125,000 gallon above ground, cast-in-place concrete tank
Old Ranch Road Tank No. 2, Novato, CA	North Marin Water District	100,000 gallon above ground bolted stainless steel tank
East Side Water Tank #2, American Canyon, CA	City of American Canyon	1.0 MG recycled water steel storage tank design
Two 2.5 Potable Water Storage Tank, American Canyon, CA	City of American Canyon	Two 2.5 MG Design of two welded steel potable water storage tanks
Glen Park Storage Tank	City of Brisbane	200,000-gallon welded steel water storage tank
Lake Street Pump Station, Brisbane, CA	City of Brisbane	Installation of four new 40 HP pumps and motors to increase the station firm capacity to 2,000 gpm
Point Reyes Station Tank No. 1, CA	North Marin Water District	100,000-gallon concrete water tank
Palmer Drive Water Tank, Novato, CA	North Marin Water District	New 3.0 welded steel reservoir
Center Road Water Tank, Novato, CA	North Marin Water District	New 500,000-gallon welded steel water tank
Water System Improvements, Mendocino, CA	Mendocino Unified School District	Two (2) 60,000 gallon bolted stainless steel water tanks

Project Name and Location	Client	Description
Recycled Water System Expansion, Mendocino, CA	Mendocino Unified School District	250,000 gallon bolted stainless steel recycled water tanks
Domestic Water System Upgrades Water Pump Station and Reservoirs, Stockton, CA	California Heath Care Facility	Three 1.0 MG steel reservoirs
New water tank design	City of Brisbane	1.0 MG prestressed concrete water tank
Crocker Tank Rehabilitation, Brisbane, CA	City of Brisbane	Water tank rehabilitation and strengthening evaluation to prevent catastrophic failure and minimize damage and leakage due to a seismic event
Concrete Water Storage Tank Assessments, Garden Grove, CA	City of Garden Grove	Condition Assessment for eight concrete potable water storage reservoirs
Corporation Yard Tank and Pump Station	City of Santa Clara	2.0 MG welded steel water storage tank at the City Corporation Yard, including impressed current cathodic protection system.
Water Storage Tank	City of St. Helena	2.7-million-gallon water storage reservoir, 136-foot diameter, 25-foot high welded steel, cathodically protected reservoir with a curved knuckle roof-wall junction.
Water Tank Design Cotati, CA	City of Cotati	1.0 MG welded steel water tank
Veterans Home New Water Tank Design, Yountville, CA	Department of Veterans Affairs	1.2 MG concrete water storage tank
New Water Tank Design, Dublin, CA	Dublin San Ramon Services District	3.3 MG welded steel water tank
Eastern Dublin Potable & Recycled Water System Upgrades, Dublin, CA	Dublin San Ramon Services District	3.5 MG welded steel water tank
New Storage Facility, Fortuna, CA	City of Fortuna	5.0 MG earthen embankment
Design of Two New Water Storage Tanks, Middletown, CA	Hidden Valley Lakes CSD	Two (2) 500,000-gallon welded steel water tank
Orion Reservoir Roof Replacement, San Diego, CA	Marine Corps Base, Camp Pendleton	Upgrade of existing 1.0 MG potable water reservoir with pre-engineered geodesic type, aluminum roof
Water Tank Design, Rio Dell, Rio Dell	City of Rio Dell	500,000-gallon epoxy coated bolted steel water tank
Water Tank Design, Rio Dell, CA	City of Rio Dell	100,000-gallon epoxy coated bolted steel water tank
New Water Tank Design, Laguna Beach, CA	South Coast Water District	2.0 MG concrete water tank
New Water Tank Design, San Francisco, CA	US Army Corps of Engineers	6.0 MG reinforced concrete water tank
New Water Tank Design, Sonoma, CA	Valley of the Moon	1.0 MG glass-lined bolted steel water tank
Crystal Springs Reservoir, Hillsborough, CA	California Water Service Company	3.0 rectangular concrete tank with two cells
Water Reservoir Design and Review, Guam	Guam Waterworks Authority	Design of 7 potable water concrete reservoirs along with site design, piping, new valves, hydraulic analysis and construction services.
Canyon Heights Water Tank Replacement, Fremont, CA	Alameda County Water District	Water tank replacement design, new reservoir and chlorination facility
Water Tank Design, Fremont, CA	Alameda County Water District	500,000-gallon welded steel water tank

Project Name and Location	Client	Description
Water Tank Design, Fremont, CA	Alameda County Water District	1.5 MG welded steel water tank
Filtration/Sedimentation Water Treatment Upgrades, Sierra Conservation Center, Jamestown, CA	California Department of Corrections and Rehabilitation	Upgrades to the existing water treatment plant's 100,000-gallon chlorine contact tank
Wastewater Facilities Upgrade, Novato, CA	Novato Sanitary District	Facility upgrades, below grade concrete tanks including: 2,700 square foot UV Disinfection structure, a 2,600 square foot Effluent Pump Station, a 2,900 square foot digester tank, a 3,000 square foot equalization basin

## 3.2. Experience of Firm

Experience of the Firm, project manager, sub-consultants, and key staff related to designing similar sewer/wastewater tank projects. Include a list of references that may be contacted

regarding the Firm's experience. Include a description of the project, name of the owner/developer, address, telephone number, and person to contact.

### 3.2.1 Reference Projects

#### Backwash Recovery Project | Owner: Lake Berryessa Resort Improvement District



**Location:** Pope Valley, CA

**Client Reference:** Chris Silke, PE, Engineering Manager  
County of Napa Flood Control and Water Conservation District  
804 First Street, Napa, CA  
Christopher.Silke@countyofnapa.org  
707.299.1755

**Date:** 2017-2020

**Cost:** \$810,000

GHD was contracted to prepare a pre-design report and prepare design plans, specifications and cost estimate for a backwash recycle system in order to reduce the wastewater loads at the WWTF and send treated backwash water back to the head of the WTP.

The Lake Berryessa Resort Improvement District (LBRID) owns and operates a Water Treatment Plant (WTP) and Wastewater Treatment Facility (WWTF). The WTP was upgraded in 2011 to include its current system of coagulation, membrane filtration, and chlorine disinfection.

Backwash water from the membrane filters flows by gravity to a nearby sewage tank, which is then pumped to the WWTF through a 6-inch sewer force main. GHD prepared a pre-design report to qualitatively assess the current condition of the membrane filters and provide recommendations for the backwash recovery system and also route treated backwash water back to the head of the treatment plant for treatment and reuse. The report also included flow calculations for sizing the force main, pipe material recommendation, tanks and pumps sizing, regulatory requirements and control strategy.

With limited resources for operations and maintenance, GHD designed a low maintenance system with readily available parts (tanks, pumps and schedule 40 piping) so that the system could operate with minimal input from staff and parts could be readily replaced without long lead times.

The treatment system includes two settling tanks, booster pump, pressure filter, sludge pumps, floating decanter, automated valves, instrumentation and controls. Civil improvements included a retaining wall, concrete pad for the treatment system, new catch basin, 70 LF of 6-inch storm drain pipe, and structural roof over the treatment system. GHD also provide bid support services and engineering services during construction.

**Team Members and their roles on this assignment:** Alex Culick, PE, Project Manager; Michelle Trinh, PE, Project Engineer; Rick Guggiana, PE, Electrical Engineer



## Storage Tanks Replacement | Owner: Lake Berryessa Resort Improvements District



**Location:** Pope Valley, CA

**Client:** Chris Silke,  
Lake Berryessa Resort Improvement District,  
1195 3rd Street, Napa, CA 94559, 707.299.1755

**Date:** 2011-2016 (Design) | 2017-2019 (Construction)

**Cost:** Approximate Construction Value: \$1,669,000

To provide replace aging redwood tanks with steel tanks, replace pumps and associated deteriorating electrical equipment, and to integrate water distribution system data into the existing water plant SCADA system.

The Lake Berryessa Resort Improvements District (District) operates a water system that includes three water storage tanks and two booster pump stations to move water through the three pressure zones within the District. The water system was built in the 1960's and the system was in need of rehabilitation with the installation of new water storage tanks and full replacement of the pump stations. GHD was contracted to provide the design and field work necessary to develop construction documents, specifications and design documents to make the necessary modification to the pump stations and replace the water storage tanks. GHD performed hydraulic analysis to optimize the size of new storage tanks and to provide firm pumping capacity and reliability. Recirculation mixers were added to the tanks to improve chlorine mixing and THM removal. The project included new piping, electrical distribution, and controls to support the new tanks and revised pumping scheme. Pump stations were outfitted with automatic transfer switches to accommodate the future addition of permanent emergency generators.

The project modified existing facilities, requiring careful coordination of electrical utility and site electrical distribution upgrades, removal of existing pumps and tanks, cutover to temporary pumps and tanks, and cutover to the new permanent facilities.

The existing telemetry system was based on upper zone tank floats wired to the lower pressure zone pump station via a direct-buried cable. The hilly terrain required careful selection of licensed radios and antenna placement to ensure reliable communication for the new SCADA system.

The completed tanks and pump stations result in more reliable system operation, reduced water loss from tank leaks, increased water quality, and increased situational awareness from the new SCADA system.

**Team Members and their roles on this assignment:** Alex Culick, PE; Project Manager; Rick Guggiana, PE, Electrical Engineer

## Old Ranch Road Tank No. 2 Project | Owner: North Marin Water District



**Design Fee:** \$110,287 (excluding construction support)

**Design Completed:** March 2021

**Construction Cost:** \$500,000 (approx.)

**Construction Completed:** 2021 (October)

**Contact:** Tony Williams  
Assistant General Manager/Chief Engineer  
North Marin Water District  
PO Box 146, Novato, CA 94948-0146  
707 761 8945

The North Marin Water District's existing 50,000-gallon Old Ranch Road redwood tank (Tank No. 1), constructed in 1963, provides water to 20 service connections in the District's Zone 3 Indian Valley Road/Old Ranch Road area, fed by the Davies Pump Station. After 58 years of service, the tank is nearing the

end of its useful life and must be replaced with a larger tank capable of storing additional water for fire protection.

**GHD is currently preparing the design of a new 100,000-gallon bolted stainless steel tank at the Old Ranch Road tank site.** The new tank will include all the standard appurtenances in stainless steel, as well as stainless steel exterior spiral stair and interior ladder, and platform meeting OSHA requirements. A telemetry radio antenna on a mast attached to the tank roof will integrate control and sensor signals with the District's existing SCADA system. A photovoltaic and battery storage system will provide power. The design incorporates requirements of the adopted CEQA IS/MND document, specific requirements in the Mitigation Monitoring and Reporting Program, geotechnical recommendations, and AWWA/industry and District standards.

GHD is locating the tank near the existing tank on an adjacent parcel, with vehicular access through a new paved access road of Old Ranch Road. A new water main will connect the new tank to the existing cement mortar lined and coated (CMLC) water main in Old Ranch Road. The existing redwood tank will remain in service during construction, then decommissioned under a separate contract once the new tank is in service.

**Team Members and their roles on this assignment:** Alex Culick, PE Project Director, QA/QC

## Recycled Water System Project | Owner: Mendocino Unified School District



**Planning and Design Fee:** \$500,000

**Design Completed:** September 2021

**Construction Cost:** \$4,663,400 (approx.)

**Construction Completed:** 2023 (October)

**Contact:** Jason Morse  
District Superintendent  
44141 Little Lake Rd  
Mendocino, CA 95460-1154  
707 357 5190

GHD applied for and obtained a Clean Water SRF grant to undertake the necessary studies and prepare a design to address requirements and recommendations for an expansion of the Mendocino Unified School District's (MUSD) recycled water system as outlined in the State Water Resources Control Board (SWRCB) Title 22 Code of Regulations related to the expanded use of Recycled Water at its facilities.

GHD has prepared a Title 22 Engineering Report presenting a recycled water feasibility study and engineering analysis that evaluates the feasibility of expanding use of recycled water from the Mendocino City Community Service District (MCCSD) Waste Water Treatment Plant (WWTP) to offset MUSD's existing potable water use and provide additional fire water storage and supply. This recycled water feasibility study developed alternatives and recommended a project that expands recycled water storage capacity, identifies water reuse locations within the study area, performs a hydraulic analysis of all project alternatives and addresses financial and funding needs.



GHD is preparing the design of the recommended project, which includes a new 250,000-gallon bolted stainless steel water tank, over 9,000 feet of new mains, 15 fire hydrants and new irrigation services. GHD is also preparing the CEQA IS/MND in support of the recommended project. The new tank will include all the standard appurtenances in stainless steel,

as well as stainless steel exterior and interior ladders and hand railings meeting OSHA requirements. A new telemetry and SCADA system will also be provided.

**Team Members and their roles on this assignment:** Alex Culick, PE Project Director, QA/QC

## Water System Improvements Project | Owner: Mendocino Unified School District



**Planning and Design Fee:** \$500,000

**Design Completed:** September 2021

**Construction Cost:** \$1,733,000 (approx.)

**Construction Completed:** 2023 (October)

**Contact:** Jason Morse  
District Superintendent  
44141 Little Lake Rd  
Mendocino, CA 95460-1154  
707 357 5190

GHD applied for and obtained a Drinking Water SRF grant to assist the School District in planning and designing this project. This effort includes developing a water system master plan, developing project alternatives and preparing the design of the recommended project. GHD is currently preparing the design of the recommended project, which includes two new 60,000-gallon bolted stainless steel water tanks, a new potable water well, and a new water treatment building. GHD also prepared the CEQA IS/MND in support of the project. The new tanks will include all the standard appurtenances in stainless steel, as well as stainless steel exterior and interior ladders and hand railings meeting OSHA requirements. A new telemetry and SCADA system will also be provided. The existing treatment building will be demolished and replaced with a new CMU building with standing seam metal roof, chlorination system and pH adjustment. The design incorporates requirements of the adopted CEQA IS/MND document, geotechnical recommendations, and AWWA/industry standards. GHD is locating the new tanks and treatment building at the same site as existing tanks. The site will have a new gravel surface, fencing and gates.

**Team Members and their roles on this assignment:** Alex Culick, PE Project Director, QA/QC

The Mendocino Unified School District (District) owns and operates a potable water system to supply water to two public schools and a community park. The system includes an existing 50,000-gallon redwood tank and a 65,000-gallon bolted steel tank. After approximately 50 years in service two tanks have reached the end of their useful service life and require replacement. In addition, the existing water treatment building that treats well water for pH and chlorination is dilapidated and in need of replacement, and the School District's two existing wells have insufficient capacity to meet peak water demands. The District was informed by the State Division of Drinking Water that these elements of their system were out of compliance with regulatory requirements and needed upgrade.

## PRE - Tank 4A Replacement Project | Owner: North Marin Water District



**Design Fee:** \$113,209 (including construction support)

**Design Completed:** 2019

**Construction Cost:** \$1.1M

**Construction Completed:** 2021

**Contact:** Tony Williams  
Assistant General Manager/Chief Engineer  
North Marin Water District  
PO Box 146, Novato, CA 94948-0146  
707 761 8945

GHD prepared the design and assisted with the planning and environmental efforts for the **construction of a new 125,000-gallon cast-in-place concrete tank** at the District's Tank 4A site on Drakes View Drive near Inverness. The purpose of the project is to replace aging storage facilities and increase fire water storage. The site is rather remote at the top of a ridge and adjacent to several residences. Historically, the site had two redwood tanks, and one of the tanks was destroyed in a fire, significantly reducing the amount of firewater available for protection of the surrounding residential area. In addition, the remaining redwood tank was at the end of its useful service life and in need of replacement. The District had determined that a concrete tank was the best material choice for the corrosive marine environment in the Point Reyes area, and views and visual impacts were an important siting and design consideration.

GHD assisted the District during the environmental process by developing renderings of the proposed tank and demonstrating that the new tank will be constructed to look similar to the redwood tanks to minimize visual issues. GHD worked closely with the District during design and utilizing the previously completed topographic survey and geotechnical investigation report. The design was prepared to fit within the historical context of the site use and keeps the existing tank in service during construction. The design met all CBC seismic, AWWA and Division of Drinking Water requirements. The tank was designed with the floor about three feet below grade to reduce the overall height above grade to match the existing tank height and provide the required volume within the site constraints. Soil mounding and new trees provide screening from the adjacent residence and eliminates soil off-haul. Appurtenance details were developed to meet the District's planned operation and maintenance goals, and stainless steel was specified for all components to minimize corrosion. Provisions were included for a future chlorine booster station, and the inlet/outlet piping was designed to facilitate tank mixing with a single pipe, which is also proposed for the Old Ranch Road Tank No. 2 design.

The District received only one bid, and it was considerably higher than the project budget. The high bid was attributed to the remote location and bidding climate at the time. The District was able to secure the additional funds needed to award the project, and it is currently under construction. GHD is supporting the District during construction with submittal and RFI reviews, rebar special inspections and resolution of issues associated with concrete consolidation.

**Team Members and their roles on this assignment:** Alex Culick, PE, QAQC; Brian Crowell, PE, SE, Structural Engineer

### 3.3. Team Member Bios

GHD has assembled a local project team of California licensed engineers to provide the expertise needed to deliver this project from planning and design through construction. GHD’s unique value-added approach will not only deliver this project for the County but deliver the right project for each tank location. Our approach will provide specific information early in the project that will enable the District and project stakeholders to make informed decisions. The District will benefit from our team’s specialized services, knowledge of the District and extensive experience in the successful completion of numerous tank projects. Our history of working with the District and other regional public agency clients has proven our responsiveness and commitment to stand by our work and provide you with project solutions that address your specific needs.

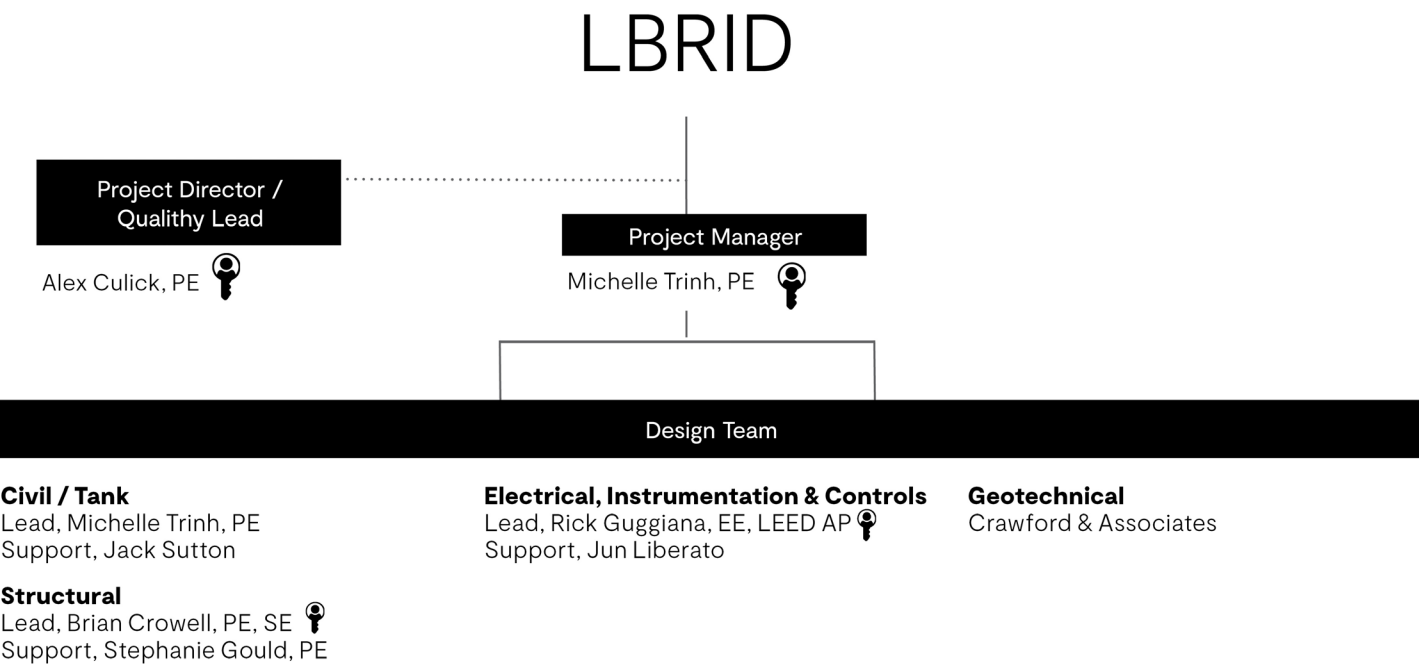
Below is a summary of our proposed team members with brief biographies of the key team members experience, roles and qualifications. Detailed resumes are included in **Appendix A**.

### Subconsultants

#### Crawford & Associates



Crawford & Associates, Inc. (Crawford) is a registered Small Business Geotechnical Engineering firm (Certification ID: 1744908) that specializes in geotechnical design of water and wastewater infrastructure. The Firm brings significant Geotechnical Engineering experience on a wide variety of projects throughout Northern California. Crawford has provided geotechnical engineering services on hundreds of Water and Wastewater projects, including water treatment plants, wastewater treatment plants, tanks, pipelines, sewer, wells, stormwater, fish passage, dams, and levees. Their staff has experience working with various state and federal agencies including USACE, DF&G, RWQCB, DSOD, NMFS, NOAA Fisheries, and US Fish & Wildlife Services.



**Figure 4:** Organization Chart

# Leadership & Accountability

The GHD team brings proven experience in delivering projects for LBRID and other agencies, specifically on tank replacement and related infrastructure.

Michelle Trinh will serve as our project manager and main point of contact with LBRID. Michelle will manage the team and execute the scope of work effectively to meet LBRID's needs on this project. She will be strongly supported by Alex Culick, our project director and quality lead.

Michelle will also be supported by Brian Crowell who will lead the structural design and Rick Guggiana who will lead the electrical and instrumentation design. Providing geotechnical services is Crawford & Associates.



**Alex Culick, PE | Project Director + Quality Lead**

#### **About Alex:**

- ✓ A managing principal with GHD responsible for the project management practice for all disciplines and quality assurance
- ✓ Over 28 years of experience specializing in water, wastewater and recycled water systems including pump stations and storage facilities, infrastructure development projects and construction management and project implementation oversight
- ✓ Provides senior level and technical quality assurance and project reviews during design phase and prior to bidding and implementation for select projects
- ✓ Very familiar with LBRID and this particular tank through his work on the LBRID WWTF Upgrades project, where he is the project manager
- ✓ Project manager on the Water Balance Report, NOV Assistance and WWTP Upgrades project

#### **Education:**

- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 1987

#### **Accreditations / Certifications / Licenses:**

- Civil Engineer, CA #57919



**Michelle Trinh, PE | Project Manager**

#### **About Michelle:**

- ✓ 15 years of design and planning experience with tanks, wells, wastewater / water / recycled water pipelines, wastewater treatment plants and lift stations.
- ✓ Prioritizes client service and communication
- ✓ Very organized, client focused, and schedule bound
- ✓ Consistently delivers technically appropriate solutions that achieve client goals and garner engagement and consensus
- ✓ Has managed project staff, prepared schedules, budgets and bid packages, assisted with treatment plant startup, and responded to submittal reviews and RFIs during construction

#### **Education:**

- MS, Civil & Environmental Engineering, University of California, Berkeley, CA, 2009
- BS (Honors), Civil & Environmental Engineering, University of California, Davis, CA, 2006

#### **Accreditations / Certifications / Licenses:**

- Civil Engineer, CA #77172, 2010





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### **Brian Crowell, PE, SE | Structural Lead**

#### **About Brian:**

- ✓ Over 21 years of structural engineering evaluation and design experience
- ✓ Specialized in new building construction and retrofits, retaining walls, wharves and piers, equipment anchorage, concrete tanks and structures, timber structures, retaining walls, and steel buildings throughout Northern California
- ✓ Collaborates with the project team to provide cost-effective, detailed structural designs

#### **Education:**

- MS, Structural Engineering, Stanford University, Stanford, CA, 2001
- BS, Civil Engineering, University of California, Irvine, CA, 2000

#### **Accreditations / Certifications / Licenses:**

- Civil Engineer, CA #65326
- Structural Engineer, CA #5216



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### **Rick Guggiana, PE | Electrical and Instrumentation Lead**

#### **About Rick:**

- ✓ Over 29 years of experience in the electrical, controls, and instrumentation fields, for Federal, military, municipal, and private industrial clients
- ✓ Experienced in leading the electrical and instrumentation design of a project, which can include the level sensors, telemetry systems and any coordination needed with on the Supervisory Control and Data Acquisition (SCADA) integration
- ✓ Extensive experience with water treatment, storage, and pumping systems, wastewater collection and treatment systems, pumping controls, SCADA systems, electrical services, low and medium-voltage power generation, microgrids, and waterfront electrical distribution

#### **Education:**

- BS, Electrical Engineering Technology, California State Polytechnic University, Pomona, CA, 1983

#### **Accreditations / Certifications / Licenses:**

- Electrical Engineer, CA #15580, AZ #34069, CO #34471, IL #062-053426, TX #86009, WA #36259
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP), US Green Building Council
- Construction Documents Technologist (CDT), Construction Specifications Institute

## 4. Detailed Scope of Services / Methodology

The Scope of Work below incorporates all requirements in the RFP by reference with additional items that are specific to GHD's project delivery approach. We will adjust this Scope

of Work with District input to meet the requirements and expectations for this project.

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### Task 1. Project Management and Coordination

#### *Task 1.1 Project Management*

A brief work plan memorandum will be developed identifying all required tasks and project milestones, staff assignments, contact information, scope of services, and detailed schedule breakdown will be developed under this task. The work plan communicates to all project team members the goals and objectives of the project, who is responsible, and when tasks start and stop.

GHD will have an internal kickoff meeting to communicate the project work plan, proposed design schedule, establish goals, provide coordination, set field visit times/dates and set the project schedule. The kickoff meeting will be attended by GHD's Project Director, Project Manager, Project Engineer, and key project team members.

This task also includes internal team communication and documentation necessary to convey the requirements of the project to the team, internal project communication and management of disciplines and any sub consultants.

#### *Task 1.2 Geotechnical Investigation*

GHD's geotechnical subconsultant, Crawford & Associates previously completed a small investigation at the site and will complete an additional geotechnical investigation at the Station "A" Tank site to provide additional information to evaluate site geologic conditions and provide geotechnical criteria and recommendations for use in the tank design, and construction.

##### *Task 1.2.1: Coordination and Preliminary Review*

Crawford will coordinate with the design team to discuss project needs and schedule, review existing project data, and review published subsurface data. We will review the site for drill rig access, mark our exploratory boring locations, meet with the District about onsite utility locations and site access, and notify Underground Service Alert (USA).

##### *Task 1.2.2: Subsurface Exploration*

To supplement the existing data onsite, Crawford proposes to perform one to two backhoe test pits to between 10 and 15 ft below ground surface (bgs) (or refusal on rock, whichever is encountered first). Our Engineer/Geologist will log the test pits and collect samples. We will deliver the samples to the laboratory for testing. Visual soil classification will be performed on all samples.

To supplement existing information, our boring, and define competent rock within the site, Crawford proposes to perform one to two seismic refraction lines at the site to better define depth to rock and obtain rock velocities. Rock velocities can be converted to hardness to help determine potential excavatability and rippability.

##### *Task 1.2.3: Laboratory Testing*

We propose the following laboratory tests will be conducted on representative soil samples obtained from the exploratory borings:

- Direct shear and/or unconfined compressive strength,
- Grainsize analysis,
- Moisture content and dry density,
- Plasticity Index, and
- Resistivity, pH, Sulfate Content and Chloride Content.

##### *Task 1.2.4: Engineering Analysis*

We will perform engineering analysis and calculations to determine geotechnical design parameters and provide recommendations for:

- Lateral earth pressures, settlement estimates, bearing capacity, and skin friction values,
- Liquefaction and seismic settlement estimation (if applicable),
- Grading considerations, and
- Seismic refraction analysis.

##### *Task 1.2.5: Geotechnical Report*

Crawford will prepare a Geotechnical Report for the proposed tank replacement including the following:

- Scope of work,
- Site and Project description,
- Field exploration,
- Site geology,
- Subsurface soil and groundwater conditions,
- Lab testing,
- CBC seismic design parameters,
- Liquefactions and seismic settlement estimates,
- Geotechnical recommendations for grading, including ground preparation, materials excavation, stability, and placement. Crawford will also provide OSHA soil types for use by the design team,



- Geotechnical recommendations for the tank, including allowable bearing capacity, skin friction, settlement estimates, passive soil pressure, and minimum depth and width,
- Soil corrosion potential,
- Construction considerations,
- Limitations,
- Figures including Vicinity Map, Geologic map, Fault map, and Site plan with boring locations, and
- Boring logs with laboratory test results.

### **Task 1.2 Deliverables:**

*Draft and Final Geotechnical report*

### **Assumptions**

- *Rights-of-entry will be provided for our subsurface exploration.*
- *Auger cuttings are assumed to be non-hazardous and will be spread out neatly onsite.*
- *Borings will be backfilled per County requirements.*
- *LBRID will clear our boring locations for any underground utilities. We cannot be held liable for damage to unmarked utilities.*

## **Task 2. Preliminary Design Report**

The goal of this task is to establish the project design approach and develop a clear basis for the design of the replacement Sewer Collection Tank. A field visit will be completed to confirm existing conditions, identify constructability issues and to meet with the District to discuss system operations, storage requirements, Lift Station A operations, influent flow elevations from the sewer and water treatment system waste, temporary and long term emergency storage requirements, site constraints and potential tank configurations. Following the site visit and meeting with the District, GHD will review tank sizing requirements as it relates to average dry weather and peak wet weather flow, hydraulic requirements related to Lift Station A, review electrical and control requirements for Lift Station A and flow supply from the sewer collection tank and develop a Preliminary Design Report to address the various key aspects of the project, including the following:

- Basis of Design for the tank including code requirements and storage requirements for tank sizing.
- Evaluation of tank size including emergency storage vs. tank size with separate emergency storage.
- Recommendations for material selection for the new tank.
- Tank foundation requirements based on code and geotechnical recommendations.
- Cost Benefit Analysis and comparison for an epoxy coated bolted steel tank, stainless steel tank and concrete tank.
- Preliminary cost estimate for the project based on the tank selected from the cost benefit analysis. The cost estimate will be presented to the District for tank selection based on the District's budget.
- Recommendations and strategy for revisions to influent flow elevations for both sewer and from the water treatment plant.
- A preliminary tank layout including proposed elevations for the tank base and height, influent inverts and piping configurations will be included. The preliminary plans will be based on the selected tank type after completion of the cost benefits analysis and determination if the selection fits within the overall budget.
- Preliminary site layout including temporary storage for construction and long term emergency storage if required

based on the tank selection. The preliminary site layout will be developed for the tank selected based on the cost benefit analysis. The preliminary site layout will be developed with enough detail to be considered 30% design from which the 60% design will be developed once the preliminary Design Report is finalized.

- Describe electrical, instrumentation and controls design components for control of Lift Station A for flow from the sewer collection tank and control of flow if a separate emergency storage tank is provided.
- Describe control of flow for a temporary storage tank during construction.

LBRID will provide one set of consolidated review comments of the Preliminary Design Report. Following review of the Preliminary Design Report comments, GHD's project team will have a teleconference with the District to discuss comments and will then revise and finalize the Preliminary Design Report incorporating District comments and final recommendations.

### **Deliverables:**

*Preliminary Design Report (3 hard copies and one PDF electronic copy)*

### Task 3. Construction Plans & Specifications

This task of the project includes preparation of the construction documents: plans, technical specifications for design levels of effort at, 60%, 90% and Final (bid set). Opinion of probable construction cost will be completed at the 60% and 90% submittal stages.

Construction specifications shall be provided for all work undertaken in this project. Draft specifications will be delivered at the 60% and 90% submittal. All plans and specifications shall be in accordance California Department of Transportation Standards and American Water Works Association standards. In addition to these standards, it is understood that the proposed improvements will require accordance with Napa District Design Standards for those improvements within Napa District's jurisdiction if applicable.

We will utilize the District's boilerplate front-end contract documents and make Project-specific modifications as necessary and as allowable under the District guidelines. Any proposed changes will be made using "tracked-changes."

Documents will be prepared for the proposed improvements including civil, structural, mechanical and electrical design.

#### 60% Plans & Specifications

This phase of the project includes preparation of the 60 % construction documents: Plans, Specifications and an Opinion of Probable Construction Cost. GHD will prepare 60% plans using the existing topographic survey and incorporate as-built drawings and any additional utility information received. The 60% plans will be developed from the preliminary site layout developed in the Preliminary Design Report and will include the new tank location on the site, tank details, preliminary foundation design, piping connections to Lift Station A, connections to the emergency storage if required, site civil design, tank boring locations, preliminary electrical plans and details, controls and be sufficiently detailed to serve as the basis for the development of the 90% submittal. 60% level technical specifications will be developed submitted as a part of the submittal. The level of design will vary between a concrete tank and a steel tank and GHD's fee proposal will reflect the level of effort for each alternative. It is assumed that the District will distribute 60% plans & technical specifications and return one consolidated comment review package.

GHD shall prepare opinion of probable cost at the 60% design level. Unit prices will be verified for the various bid items. An appropriate construction contingency will be included.

#### **Deliverables:**

60% Plans, Specifications, and Probable Cost (One full size plan set and electronic copy of plans, one hard and one electronic copy of specification and probable cost)

#### 90% Plans & Specifications

This phase of the project includes preparation of the 90% construction documents: Plans, Specifications and an Opinion of Probable Construction Cost. The 90% plans & specifications will be developed based on the District's review and comments of the 60% submittal. GHD will prepare an opinion of probable cost at the 90% design level based on an update of the 60% cost estimate. Unit prices will be verified for the various bid items. An appropriate construction contingency will be included.

#### **Deliverables:**

90% Plans, Specifications, and Probable Cost (One full size plan set and electronic copy of plans, one hard and one electronic copy of specification and probable cost)

#### Final Design/Bid Set

GHD will prepare a complete set of biddable contract documents and final engineer's opinion of probable construction costs. Revisions will be substantially based upon comments and recommendations provided by the District for the 90% submittal. The Final Plans & Specifications will be stamped and signed by professional engineers registered in the State of California.

#### **Deliverables:**

- Final Stamped/Signed full-size (22"x34") Plans (1 paper copy)
- Final Technical Specifications (2 paper copies)
- Final Opinion of Probable Construction Cost (2 paper copies)
- Electronic copy of Final project Plans (AutoCAD & pdf)
- Electronic copy of final project Technical Specifications (MS Word & pdf)

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## Task 4. Bid Phase Assistance

GHD will be available during the bid period to assist the District with any technical questions related to the design and to prepare technical bid document revisions which the District may need to be issued by addenda. We assume that questions will be received by and subsequent responses will be communicated through the District. Questions from prospective bidders that are directed to GHD will be re-directed to the District for proper documentation. We have budgeted to respond to up to five (5) RFIs related to technical items and the design.

GHD will assist the District with preparing Addenda as appropriate to clarify, correct, or change design-related items in the Bid Documents in response to questions and clarification requests received during the project's bid phase. It is assumed that the District will issue all Addenda to prospective bidders. This scope item assumes assistance in the preparation of up to two (2) addenda.

GHD will attend the pre-bid conference and assist the District in conducting the pre-bid conference. GHD will prepare

minutes from the pre-bid conference and assist the District in documenting questions asked.

GHD will assist the District in reviewing the bids received with the intent of confirming the lowest responsive and responsible bidder.

Upon Contractor selection, GHD will prepare Conformed Construction Documents incorporating changes made to the bid documents.

### Deliverables:

- Responses to questions and RFIs (electronic)
- Support documentation issued with addenda, including revised drawings and revised technical specifications (electronic)
- Pre-bid conference meeting minutes (electronic)
- Conformed Construction Documents: Six (6) full-size hard copies of plans on bond and technical specifications.

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## Task 5. Construction Phase Services

### Task 5.1 Construction Engineering Support

During construction, GHD will review key technical submittals and shop drawings, respond to Contractor Requests for Information (RFIs), and attend 3 site visits as indicated below. We recognize that the final scope of this task may change as the Project design is finalized. As requested in the RFP, and for purposes of this proposal we have included the following:

- Review of 10 submittals (including 1 resubmittal of each)
- Responding to 15 RFIs
- Attending 3 construction meetings
- Review Contractor as-built drawings to confirm changes made during construction are accurately documented for District records. Provide additional edits, as needed, for complete and accurate as-built drawings and furnish (1) set of electronic half size (11X17) Record Drawings in .pdf file format.

### Task 5.1 Deliverables:

- Punch list (PDF)

### Assumptions and Exclusions

1. Design of retaining walls is excluded. Based on our review of the project site and anticipated grading design, we intend to avoid the need for retaining walls through thoughtful site grading design. Should one or more retaining walls be needed, we will immediately notify the District.
2. Survey is excluded but can be provided, if required, for a negotiated fee.
3. GHD will prepare a performance specification, representative tank design and details for bidding. The selected tank manufacturer will prepare the final stamped and signed tank and foundation design drawings for construction. This is a standard practice for manufactured tanks.
4. The District will retain qualified personnel to perform special inspections during construction. If necessary, GHD can provide special inspections or retain specialty subconsultants to perform special inspections, such as rebar, coatings and electrical.
5. Designs will be prepared using AutoCAD Civil 3D 2018 or newer.
6. Documents will be prepared using Microsoft Word.
7. The District or other consultants will perform construction management and continuous construction observation/inspection. GHD has the in-house capabilities to provide construction management and continuous construction observation/inspection.



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## → **Appendix A Resumes**







# Alex Culick <sup>PE</sup>

## Project Director



### Location

Santa Rosa, CA

### Experience

30 years

### Qualifications/Accreditations

- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 1987
- Civil Engineer, CA #57919

### Key technical skills

- Water, Wastewater, and Recycled Water Systems
- Construction Management and Project Implementation Oversight

### Memberships

- American Society of Civil Engineers
- California Water Environment Association

### Relevant experience summary

Alex Culick is a managing principal with GHD with over 30 years of experience specializing in water, wastewater and recycled water systems including pump stations and storage facilities, infrastructure development projects and construction management and project implementation oversight. He is a principal in GHD and is responsible for GHD's project management practice for all disciplines and quality assurance. He has been providing senior level and technical quality assurance and project reviews during design phase and prior to bidding and implementation for select projects.

### ***LBRID Sewer Lift Station Upgrades***

#### **Project Manager** **LBRID | Pope Valley, CA**

Served as Project Manager for the retrofit of four existing sanitary sewer pump stations that convey wastewater from the Berryessa Estates subdivision to its wastewater treatment and disposal facility. Project included hydraulic analysis and Basis of Design Report evaluating the existing conditions and development of recommendations for the pump replacement including pumps, electrical, and controls and new generators.

### ***Water Balance Report and NOV Assistance***

#### **Project Manager** **Lake Berryessa Resort Improvement District (LBRID) | Napa, CA**

GHD provided support and developed a response to a NOV from the Central Valley RWQCB in the Spring 2017. The Wastewater Treatment Facility (WWTF) was constructed in 1965 and consists of a series of eight ponds that provides secondary level treatment and storage, followed by irrigation disposal on LBRID-owned sprayfields. Ponds 1, 2, and 3 provide facultative treatment; Pond 4 serves as a polishing pond; and Ponds 5, 6, 7, and 8 serve as storage ponds. GHD developed the Revised Water Balance Report in accordance with the Board's Requirements for Water Balance Update and Calibration that were included in Attachment A of the NOV. A Revised Water Balance Report was submitted evaluating the WWTF to show whether the WWTF has sufficient treatment, storage, and disposal capacity to accommodate allowable wastewater flow, design seasonal precipitation, and ancillary I&I during the winter months.

### ***LBRID WWTF Upgrades***

#### **Project Manager** **Lake Berryessa Resort Improvement District (LBRID) | Napa, CA**

Project Manager to prepare plans, technical specifications and a cost estimate for the design of a trench drain and surface improvements at the Lake Berryessa Resort Improvement District (LBRID) Wastewater Treatment Facility (WWTF) in order to reduce inflow of surface and groundwater into the pond system. The WWTF improvements also include design of a new concrete inlet transfer structure for influent flow diversion to the primary facultative ponds, replacement and improvements to the primary facultative ponds influent piping and improvements to the pond dikes.

### ***Backwash Recovery and Sewer Force Main Replacement***

#### **Project Manager** **Lake Berryessa Resort Improvement District | Pope Valley, CA**

Prepared Plans, Specifications, and Estimate (PS&E) and Basis of Design Report for a membrane filter backwash recovery system, which routed treated backwash water back to the head of the treatment plant. The system includes two settling tanks, booster pump, pressure filter, sludge pumps, floating decanter, and automated valves. Report included flow calculations for sizing the tanks and pumps, regulatory requirements, and control strategy.

## ***Water Balance Report and Notice of Violation (NOV) Assistance***

**Project Manager**  
**Hidden Valley Lake Community Services District | Hidden Valley Lake, CA**

GHD was selected by the Hidden valley Lake Community Services District to provide support and develop a Water Balance Evaluation in response to the Central Valley Regional Water Quality Control Board (RWQCB) NOV for sewage spills. In addition to three raw sewage spills, the equalization basin at the Wastewater Treatment Plant (WWTP) overflowed into the storage reservoir. This resulted from the collection system being inundated with high volumes of stormwater and raw sewage, and the Equalization (EQ) basin having inadequate capacity to manage peak wet weather flows resulting from the unusually high January 2017 storm events. The District also stated the collection system and WWTP all exceeded their design capacities. GHD developed a Water Balance Report, which included an evaluation of the proposed expansion of the equalization basin to ensure that the capacity is adequate using 2016/17 influent flows, 100-year annual precipitation data, and other contributions such as Infiltration and Inflow (I&I). In addition, an evaluation of the collection system was completed with a qualitative assessment and recommendations for a reduction of I&I based on field data and information from the operators.

## ***US Coast Guard (USCG) Training Center (TRACEN) WWTP***

**Project Manager**  
**USCG TRACEN | Petaluma, CA**

Served as Project Manager for the design of the WWTF improvements at the USCG TRACEN Facility near Petaluma, California. The multi phased project included the conversion of a facultative pond treatment system to Biological Nutrient Removal (BNR) mechanical secondary treatment plant and tertiary filtration for Title 22 irrigation, installation of 215-acre-feet of new High Density Polyethylene (HDPE)-lined storage ponds and installation of a new 0.5 mg steel water storage tank. Included in the design were multiple vertical turbine pump stations that are used to convey reclaimed wastewater to both agricultural and landscape irrigation areas, a pressurized recycled water system with a hydroneumatic tank and a separate wash and process water system utilizing tertiary treated wastewater. The project included the design of the installation of over 14,000 feet of recycled water pipeline in both base streets and agricultural areas. Over 7,000 feet of the pipeline is 14-inch and the remainder is eight inches. Two trenchless creek crossings that utilized front steer guided boring machines to install pipelines below Stemple Creek were included in the design. In addition, led the coordination with state and federal agencies for the USCG, including obtaining new waste discharge requirements from the RWQCB, which were required to permit the new treatment plant. The TRACEN wastewater facilities had been operating under a cease-and-desist order issued by the North Coast RWQCB due to unpermitted discharges and this project successfully addressed those issues.

## ***Susanville WWTP Modifications***

**Project Manager**  
**California Department of Corrections | Susanville, CA**

Served as Project Manager for the design of modifications to the California Department of Corrections and Rehabilitation (CDCR) Susanville WWTP that included an upgrade and expansion of the treatment plant, effluent pumping stations and construction of additional disposal areas including a new 250-acre irrigation field. Design included the upgrade and expansion of the treatment plant from 1.4 to 1.8 million gpd and included upgrades to the influent screening equipment, modifications and upgrades to three pumping stations, the construction of a primary oxidation pond, modifications to the four secondary ponds, the addition of over 500 acre feet of storage capacity and the construction of two treatment wetlands. The project also included the addition of over five miles of both gravity and force main sewer piping ranging in size from 14-inch to 32-inch in diameter including creek crossings.

## ***Stanly Ranch Wastewater Project***

**Principal-in-Charge**  
**Stanly Ranch Resort | Napa, CA**

Served as Principal-in-Charge for the design of infrastructure for Stanly Ranch, which included preparation of design and construction documents for Phase 1 of the project which includes approximately 2,800 linear feet of horizontal directional drilled pipelines under the Napa River. The directional drilling included bundling a six-inch sanitary sewer force main and 24-inch recycled water line in a common bore and connecting to the Napa Sanitation District Soscot Water Recycling Facility.

## ***Eastside Trunk Sewer - Phase 2***

**Principal-in-Charge**  
**City of Rohnert Park | Rohnert Park, CA**

Served as Project Principal for the completion of the design documents for \$10 million 10,000-linear foot, 18- and 24-inch diameter Polyvinyl Chloride (PVC) sanitary sewer main project. Project work included managing the design team and senior project engineer services for the review of design criteria, hydraulic modeling, survey, field reconnaissance, update of the hazardous materials corridor study, permit review, coordination with GeoEngineers, V&A Consulting Engineers, Quality Assurance / Quality Control (QA/QC) and constructability review, and coordination with the City. Project challenges included difficult geotechnical conditions such as unconsolidated soils and a high groundwater table.

## ***Maxwell Public Utilities District WWTP Modifications and Reuse***

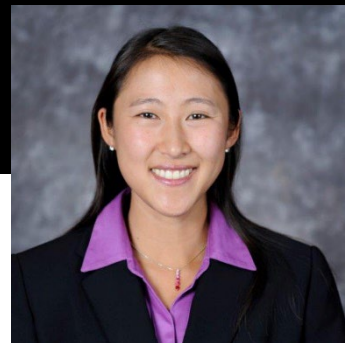
**Quality Assurance Engineer**  
**Maxwell Public Utilities District | Maxwell, CA**

Acted as Quality Assurance Engineer for the design of the upgrades to the District's natural WWTP and new facilities for wastewater reuse, including a treated effluent pump station and new two-mile transmission pipeline. The new reuse system will allow the District to no longer discharge to surface waters thereby removing regulatory compliance issues with the NPDES. Permitting and hydrogeological studies were completed for the District and oversaw coordination with the RWQCB to permit the new treatment and reuse systems.



# Michelle Trinh PE

## Project Manager



### Location

San Francisco, CA

### Experience

14 years

### Qualifications/Accreditations

- MS, Civil & Environmental Engineering, University of California, Berkeley, CA, 2009
- BS (Honors), Civil & Environmental Engineering, University of California, Davis, CA, 2006
- Civil Engineer, CA #77172, 2010
- Occupational Safety and Health Administration (OSHA) 7-Hour Confined Space Program, 2014

### Key technical skills

- Wastewater Treatment Plants, Lift Stations, Tanks, Wells, Sewer / Water / Recycled Water Pipelines, and Trenchless Design

### Memberships

- California Water Environment Association
- Bay Area Water Works Association
- American Society of Civil Engineers

### Relevant experience summary

Michelle Trinh has 14 years of design, planning, and project management experience with wastewater treatment plants, lift stations, tanks, wells, sewer / water / recycled water pipelines, and trenchless design. Projects that Michelle has completed include new facility design and design retrofits, facilities and planning reports, engineering services under construction, water storage tanks, storm drain infrastructure improvements, pump station condition assessments and feasibility studies, water supply wells, recycled water systems retrofits, recycled water master plan, pilot studies, water quality monitoring, water modeling, and grant applications for project funding.

### ***Backwash Recovery and Sewer Force Main Replacement***

#### **Project Engineer**

**Lake Berryessa Resort Improvement District | Pope Valley, CA**

Prepared plans, specifications, cost estimate and Basis of Design Report for 3,000 linear feet of 10-inch HDPE sewer force main pipe and membrane filter backwash recovery system to route treated backwash water back to the head of the treatment plant. The treatment system includes two settling tanks, booster pump, pressure filter, sludge pumps, floating decanter, automated valves, electrical and instrumentation (analyzers). Report included flow calculations for sizing the force main, pipe material recommendation, tanks and pumps sizing, regulatory requirements, and control strategy. Provide engineering construction support.

### ***Liquid Organic Waste Storage and Biogas Improvements***

#### **Project Manager**

**Central Marin Sanitation Agency | San Rafael, CA**

Project includes design of a new fats, oil, and grease receiving system, including storage tank with insulation and heating, mixer, screening / grinding / rock trap system, pumps, tank foundation on piles and geotechnical borings to support the foundation design. Project also includes biogas system

improvements, with 3 flow meters, chiller and heat exchanger replacement and upgrades, and re-piping of the siloxane filters from parallel to in series.

### ***City of Vallejo Water Infrastructure On-Call Consulting***

#### **Project / Contract Manager, Engineer**

**City of Vallejo | Vallejo, CA**

Served as Contract Manager for various water infrastructure projects, including pump station emergency generator connections design, pump station Variable Frequency Drive (VFD) retrofit design, and electrical duct bank repair design. Responsible for chemical feed station improvements assessment, which includes evaluation of 10 chemical storage tanks, transfer pumps, secondary containment, seismic anchoring, tank canopy, chemical feed pumps, day tanks, concrete coating, tank and pipe material recommendations, and tank capacity.

### ***Concow Elementary Water Treatment System***

#### **Project Manager, Engineer**

**Golden Feather Union Elementary School District | Oroville, CA**

Designed a membrane filtration system with chlorine disinfection to treat well water to California Surface Water Standards and meeting LT2 Standards. System also included three booster pumps, two pressure tanks, electrical design,

instrumentation, flow paced chlorine dosing, pre-engineered building and foundation, and mechanical piping. Project included Department of State Architects permitting and County health approvals. Provided engineering construction support and startup services.

### ***Old Ranch Road Tank No. 2***

**Project Engineer**  
**North Marin Water District | Novato, CA**

Project includes a new tank site for a 100,000-gallon bolted stainless steel tank, including a new access road and water main. The project scope includes plans, specifications, and cost estimate.

### ***Santa Rosa Station Improvement Project***

**Project Manager, Engineer**  
**San Jose Water Company | Los Gatos, CA**

Prepared 100% design plans, specifications, and a cost estimate for a new 400,000-gallon prestressed concrete tank, encompassing site grading, an access road, two hydropneumatics pressure tanks, a temporary water storage tank and piping, a tank mixing system, storm drain connections, erosion control, a tree planting plan, a seven-foot-high retaining wall, and instrumentation. The project also includes coordination with Santa Clara County regarding relocation of communication equipment, California Environmental Quality Act (CEQA) compliance, permitting, and stormwater low impact design using impervious concrete. Prepared bid addenda and provided engineering services under construction for submittal reviews and RFI's.

### ***Davenport County Sanitation District Recycled Water System***

**Project Engineer**  
**County of Santa Cruz | Davenport, CA**

Prepared specifications and assisted with plans for the design of a recycled water system fill station, storage tank, chemical metering pumps and instrumentation. Responding to RFI's and performing submittal reviews during construction. Prepared a Title 22 Engineering Report for the recycled water system and tracer study for the chlorine contact tanks to determine chlorine contact time.

### ***Sunset Water Treatment Plant Improvements***

**Project Engineer**  
**Placer County Water Agency | Rocklin, CA**

Developing design for improvements to the filter backwash treatment, storage, and disposal system. Prepared report which analyzed various alternatives for storage, disposal, solids handling, new flow meter and water quality monitoring equipment for the water storage tank discharge, and effluent flow replacement. Design includes two 150,000-gallon welded steel tanks, sludge pumps, reclaimed water pumps, filter media sludge drying beds, reclaimed water, sludge and storm pipelines, site grading, new flow meters, polymer feed and mixing systems, and equipment building. Project included turbidity testing of backwash water in order to estimate sludge volume produced and settling times.

### ***Dutard Heights Station Improvement Project***

**Project Manager**  
**San Jose Water Company | San Jose, CA**

Served as Project Manager for a 200,000-gallon welded steel tank and booster pump replacement project. Project includes geotechnical evaluation for a landslide and fault area, requiring geological hazard clearance from the City of San Jose. Developing plans, specifications, and cost estimate. Project includes permit assistance.

### ***Recycled Water Fill Station Title 22 Engineering Report***

**Project Manager**  
**City of San Carlos | San Carlos, CA**

Served as Project Manager for preparing a Title 22 Engineering Report for a recycled water fill station serving local residents. The report described the existing recycled water treatment system, source water, fill station program requirements, fill station site layout, tank storage, and piping configuration. The project involves coordination with the Regional Board and Department of Drinking Water for the report and project approval.

### ***Tinker Pump Station Improvements***

**Project Manager**  
**City of Roseville | Roseville, CA**

Prepared preliminary design report and hydraulic analysis for improvements at the 10 MGD Tinker Pump Station. The analysis included hydraulic modeling, review of two pump tests data, and alternatives for pump improvements, piping modifications operational changes to increase the capacity of the pump station to meet anticipated water demands during drought conditions. The report also included recommendations to upsize the fluoride system for the higher demands, and an electrical analysis to confirm power requirements in the event of pump upsizing.

### ***Foothill Water Treatment Plant Grit Structure Screen Replacement***

**Project Manager**  
**Placer County Water Agency | Newcastle, CA**

Prepared final plans, specifications and cost estimate for the replacement of two existing inclined grit structure belt screens with two new vertical Hydrodyne screens, wash water piping modifications, grating and railing modifications, electrical power, and instrumentation. Project included pre-design report and screen sizing. Currently providing bid support services.

### ***Bay Corridor Transmission and Distribution DB129.2***

**Lead Design Manager**  
**San Francisco Public Utilities Commission | San Francisco, CA**

Served as Lead Design Manager for the design-build project with approximately 550 linear feet each of 12-inch auxiliary water supply system, 388 linear feet 8-inch water main, 60 linear feet of 8-inch fire water main, one mile of high (230 kV) and medium voltage (12 kV) underground duct bank, structural vaults, geotechnical ground stabilization at Islais Creek, curb ramp inspection and design, paving, cathodic protection, and

traffic striping. Project complexities include highly urban streetscape with numerous underground utilities, five trenchless crossings using pilot tube auger boring, contractor coordination and multiple City agencies, accelerated design schedule, and design-bid delivery.

### ***United Nations Plaza Water Storage and Distribution***

#### **Project Engineer**

##### **San Francisco Public Works | San Francisco, CA**

Providing bid services and engineering services during construction for a non-potable water treatment system designed to allow reuse of groundwater for a truck fill station and fountain water supply. The treatment system consists of pressure media filters, ultrafiltration system, chemical dosing, and chlorine disinfection. Equipment consists of pumps, valves, flow meters, piping, electrical cabinets, controls, and instrumentation. Project complexities include installing new equipment and controls inside an existing very small equipment vault, which included multiple field layout modifications.

### ***Oceana Marin Treatment and Storage Pond Repair***

#### **Project Manager**

##### **North Marin Water District | Dillon Beach, CA**

Developed a pond stabilization design (plans, specifications, and cost estimate) for two existing wastewater treatment ponds, including pond re-grading and placement of geotextile fabric and rip rap to prevent erosion, 250 LF PVC pipe replacement, and environmental mitigation measurements to protect existing wetlands during construction. Project included biological resources and wetland delineation studies, extensive coordination with the client regarding wetland concerns, site and pond survey, pond depth survey, California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) coordination, and quarterly reports for grant reporting.

### ***City of Arcata WWTF Improvements***

#### **Project Engineer**

##### **City of Arcata | Arcata, CA**

Prepared pre-design report and preliminary cost estimate to evaluate the condition and recommend improvements for the oxidation pond, treatment wetland and associated pumping system. Recommendations include flow equalization in the ponds to manage peak flows, pond baffling and aeration, replace / upsize pumps, vegetation and baffling in the wetlands, and new piping and structures to reroute flow to new outfall to Humboldt Bay.

### ***Mare Island Force Main Replacement Project***

#### **Project Engineer**

##### **Vallejo Flood and Wastewater District | Vallejo, CA**

Prepared bid set plans, specifications, and cost estimate for 5,700 linear feet of 22-inch HDPE sanitary sewer force main, 3,000 linear feet of 12-inch recycled water pipe, and 3,500 linear feet of dual 18-inch potable water main, of which 2,700 linear feet was installed using horizontal directional drilling in two bores under the Napa River. The project also includes two trenchless pipe installations by jack and bore, four water valve vault designs, and construction near seasonal wetlands.

Prepared bid addenda and provided engineering services under construction for submittal reviews and Requests for Information (RFI's).

### ***Terra Linda Water and Sewer Replacement***

#### **Project Manager**

##### **City of Santa Rosa | Santa Rosa, CA**

Prepared plans, specifications, and cost estimate for replacement of 1,600 linear feet of 8-inch /10-inch Polyvinyl Chloride (PVC) water main and 1,300 linear feet of eight-inch sewer pipe, four new hydrant installations, water and sewer lateral replacements and tie-ins, curb and gutter repairs, and 53,000 square feet of full pavement reconstruction. The project design includes utility coordination, maintaining minimum separation requirements between water/sewer utilities where possible, construction sequencing to install new water main while keeping existing main in service, and landscape restoration.

### ***Millbrae Avenue Box Culvert Repair***

#### **Project Manager, Engineer**

##### **City of Millbrae | Millbrae, CA**

Responsible for repair of box culvert that is located beneath private properties. Project included alternatives evaluation for repairing the box culvert or rerouting it as a pipe along streets or as a pipe with daylighting of the creek in a nearby park. Design included plans, specifications, and cost estimate to replace 725 linear feet of 48-inch Reinforced Concrete Pipe (RCP) and radial elliptical concrete pipe, manholes, 12-inch RCP laterals, discharge into the existing creek with a hydraulic analysis, grading, rip rap design, and filling the existing box culvert with controlled low-strength material. Environmental included CEQA compliance, permitting, and revegetation mitigation plan.

### ***No. 3 Water Piping Improvements***

#### **Project Manager**

##### **City of Millbrae | Millbrae, CA**

Served as Project Manager for design project in which replaced 100 linear feet of the existing PVC No. 3 water system at the treatment plant with new two-inch and three-inch stainless steel pipe. The project included a predesign memo evaluating different pipe materials and selected stainless steel pipe based on the higher-pressure rating, cost, and service life. Other improvements included replacing the Hellan strainer, and valves and hose bibs.

### ***Soquel Pump Station Force Main Replacement***

#### **Project Manager, Engineer**

##### **Santa Cruz County Sanitation District | Capitola, CA**

Prepared 100% plans, specifications, and cost estimate for rebid. Project includes 730 linear feet of horizontal directional drilling 24-inch HDPE pipe installation below Soquel Creek and 500 linear feet of open cut installation, including force main to gravity transition structure, valve vault, and pavement restoration. Pump station improvements include new Air Release Valve (ARV)/flow meter vault with pig launcher, odor pipe, surge valve, and isolation valve replacements. Providing engineering services under construction for submittal reviews and RFI's.







# Brian Crowell PE, SE

## Structural Engineering Lead



### Location

Eureka, CA

### Experience

21 years

### Qualifications/Accreditations

- MS, Structural Engineering, Stanford University, Stanford, CA, 2001
- BS, Civil Engineering, University of California, Irvine, CA, 2000
- Civil Engineer, CA #65326
- Structural Engineer, CA #5216
- California Emergency Management Agency (CALEMA) Safety Assessment Program

### Key technical skills

- Structural Engineering Evaluation and Design Experience

### Memberships

- N/A

### Relevant experience summary

Brian Crowell has over 21 years of structural engineering evaluation and design experience with new building construction and retrofits, retaining walls, wharves and piers, equipment anchorage, concrete tanks and structures, timber structures, retaining walls, and steel buildings throughout Northern California, serving as one of GHD's senior structural designers. In this role, he interacts with owner representatives, architects, and regulators while collaborating with the design team to provide cost-effective, detailed structural designs.

#### ***College of the Redwoods Wastewater Treatment and Disposal System***

**Senior Structural Engineer**  
**College of the Redwoods | Eureka, CA**

Served as Senior Structural Engineer for design for new underground septic system including reinforced concrete tanks, and new CMU maintenance building.

#### ***50,000-Gallon Tank Foundation***

**Senior Structural Engineer**  
**CPKelco | San Diego, CA**

Served as Senior Structural Engineer for foundation design for support of new syrup tank. Foundation incorporating micro-piles in liquefaction hazard zone.

#### ***McKinleyville Community Services District Generator Replacement***

**Senior Structural Engineer**  
**McKinleyville Community Services District | McKinleyville, CA**

Served as Senior Structural Engineer for design of existing building modifications and equipment anchorage for two new generators servicing the entire collection system.

#### ***San Francisco Fire Station 31 Generator Replacement***

**Senior Structural Engineer**  
**San Francisco Public Works | San Francisco, CA**

Served as Senior Structural Engineer for new generator foundations, equipment anchorage and enclosure design for new emergency generator system.

#### ***College of the Redwoods Creative Arts Buildings***

**Structural Engineering Supervisor**  
**College of the Redwoods | Eureka, CA**

Served as Structural Engineering Supervisor for detailed structural design for five new single-story wood framed classroom buildings. Responsible for plywood shear wall lateral design with premanufactured wood truss roof assemblies, as well as plan development and 3D modeling in Revit. Was reviewed and approved by the Division of the State Architect (DSA).

#### ***Buenaventura Trail Ten Bridges Replacement***

**Structural Engineering Supervisor**  
**City of Redding | Redding, CA**

Served as Structural Engineering Supervisor for field investigation, preparation of replacement options, and

estimates of probable cost for 10 bridges destroyed or damaged by the Carr Fire. Replacement options include like-kind timber bridges compared with non-flammable options in conformance with the Federal Emergency Management Agency (FEMA) Public Assistance Hazard Mitigation Program.

### ***Storm Damage Repairs Mattole Road at PM 13.67***

**Structural Engineering Supervisor**  
**County of Humboldt Department of Public Works | Eureka, CA**

Served as Structural Engineering Supervisor for structural design of soldier pile retaining wall with anchor piles and precast concrete lagging.

### ***Storm Damage Repairs Mattole Road at PM 42.76***

**Structural Engineering Supervisor**  
**County of Humboldt Department of Public Works | Eureka, CA**

Served as Structural Engineering Supervisor for structure design of 20-foot-tall, welded wire Mechanically Stabilized Earth (MSE) retaining wall. The wall was used as a permanent traffic-supported wall for a county road.

### ***Lower Alameda Creek Fish Passage Improvement***

**Senior Structural Engineer**  
**Alameda County Water District | Fremont, CA**

Served as Structural Engineering Supervisor for structural design for a complex, large-scale fish ladder/water intake structure. Performed structural calculations for reinforced concrete earth retaining and fish passage structures, sheet pile retaining walls, structural steel appurtenances, catwalk system, and soil anchor tiebacks.

### ***College of the Redwoods Applied Technologies Building***

**Senior Structural Engineer**  
**College of the Redwoods | Eureka, CA**

Served as Senior Structural Engineer for seismic upgrades to existing timber framed community college classroom, laboratory, and shop building.

### ***College of the Redwoods Student Union Building***

**Senior Structural Engineer**  
**College of the Redwoods | Eureka, CA**

Served as Senior Structural Engineer for seismic upgrades to existing timber framed community college bookstore, cafeteria, office, and meeting space building.

### ***College of the Redwoods Site Utilities Replacement***

**Senior Structural Engineer**  
**College of the Redwoods | Eureka, CA**

Served as Senior Structural Engineer for design for new Cement Masonry Unit (CMU) electrical switchgear building and concrete foundations for emergency generators.

### ***Bear Gulch Upper Diversion Fishway***

**Senior Structural Engineer**  
**California Water Service Company | San Mateo County, CA**

Served as Senior Structural Engineer for reinforced concrete design for creek fish passage and water diversion. Project included retaining walls, new pump house foundation, and catwalks.

### ***San Nicolas Island Pier Repairs***

**Senior Structural Engineer**  
**Naval Facilities Engineering Systems Command (NAVFAC) | San Nicolas Island, CA**

Served as Senior Structural Engineer for repair of pier catwalk column anchorage, railing anchorage, and mooring bumpers.

### ***Northern Humboldt Union High School District Fine Arts Building***

**Senior Structural Engineer**  
**Northern Humboldt Union High School District | Arcata, CA**

Served as Senior Structural Engineer for construction administration, including Request for Information (RFI) responses and field detailing.

### ***Los Alamitos Fuel Maintenance Station Modernization***

**Senior Structural Engineer**  
**State of California Military Department | Los Alamitos, CA**

Served as Senior Structural Engineer for interior and exterior improvements to existing CMU building. Structural anchorage for new mechanical, electrical, and architectural components.

### ***San Quentin Prison New Boiler Plant***

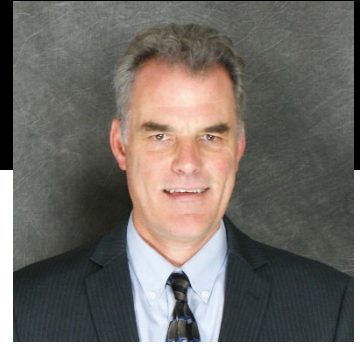
**Senior Structural Engineer**  
**California Department of Corrections and Rehabilitation, San Quentin Prison | San Quentin, CA**

Served as Senior Structural Engineer for design for new boiler building housing three new 1,200 HP boilers and ammonia-based Selective Catalytic Reactors (SCR's). The project also included new surge tank, deaerator, and chemical treatment system.



# Rick Guggiana EE, LEED AP, CDT

## Electrical and Instrumentation Lead



### Location

Santa Rosa, CA

### Experience

34 years

### Qualifications / Accreditations

- BS, Electrical Engineering Technology, California State Polytechnic University, Pomona, CA, 1983
- Electrical Engineer, CA #15580, AZ #34069, CO #34471, IL #062-053426, TX #86009, WA #36259
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP), US Green Building Council
- Construction Documents Technologist (CDT), Construction Specifications Institute

### Key technical skills

- Electrical, Controls, and Instrumentation Fields
- Water Treatment, Storage, and Pumping Systems, Wastewater Collection and Treatment Systems, Pumping Controls, Supervisory Control and Data Acquisition (SCADA) Systems

### Memberships

- Institute of Electrical and Electronics Engineers

### Relevant experience summary

Richard (Rick) Guggiana is a licensed electrical engineer with over 34 years of experience in the electrical, controls, and instrumentation fields, for federal, military, municipal, and private industrial clients. He has extensive experience with water treatment, storage, and pumping systems, wastewater collection and treatment systems, pumping controls, SCADA systems, low and medium-voltage power generation, microgrids, and waterfront electrical distribution. Rick has led large-scale coordination and arc flash studies, desk-top radio path modeling, photometric analyses, forensic studies, feasibility studies, condition assessments, construction cost estimates, and engineering services during construction. He has also written design-build Requests for Proposal (RFP's) and has served as the client's representative, as well as served as the lead electrical engineer on contractor-led design-build teams. Rick was involved in the design and construction management of a 115 kV substation project, which won a merit award from the Consulting Engineers and Land Surveyors of California (CELSOC).

### ***Lake Berryessa Resort Improvement District Sewer Lift Station Upgrades***

#### **Electrical Engineer**

**Napa County Public Works | Napa, CA**

Served as Electrical Engineer for project to replace two leaking redwood tanks with two 100,000+ gallon steel water storage tanks, along with mechanical and electrical improvements at two pump station sites. Project included replacement of corroded MCC's (for booster pumps) tank level instrumentation, and chlorine injection equipment. The project added flow metering, and tank mixing (for trihalomethane reduction). A two-wire tank level control system was upgraded to a PLC-based system with 150MHz radio telemetry.

### ***Lake Berryessa Resort Improvement District Sewer Lift Station Upgrades***

#### **Electrical Engineer**

**Napa County Public Works | Napa, CA**

Served as Electrical Engineer for sewage pump station replacement project at four sites in a mountainous rural

subdivision. Electrical design included exterior pump control panels with VFD's (Site A, only), and solid state reduced voltage starters (Sites B, C, and D) backup diesel generators, flow metering, upgraded electrical utility service panels (Sites B, C, and D), and new 150 MHz radio-based SCADA telemetry system. Construction sequence was staged to allow construction of new pump stations while existing pumps remained in service.

### ***P-1046B Reclaimed Water Conveyance Facilities***

#### **Electrical Engineer of Record**

**Orion Construction | Marine Corps Base - Camp Pendleton, CA**

Served as Electrical Engineer of Record for the design of conveyance facilities to provide for new higher capacity reclaimed water systems to reduce dependency on potable water, and injection wells to act as a saltwater barrier to improve the aquifer. The distribution system includes a pump station at each of two existing WWTPs, a truck fill station, three reservoirs, sixteen injection wells, and six monitoring wells. Remote tank sites are solar powered, with high efficiency, low

power lighting. Lighting controls in the pump stations and at the tank sites comply with California Title 24. AGI32 software was used to model the indoor and outdoor lighting at each location.

### ***Metropolitan Wells Redevelopment***

**Electrical Engineer**  
**City of Rio Dell | Rio Dell, CA**

Served as Electrical Engineer for project to rehabilitate two existing drinking water wells. Improvements include VFD-controlled submersible well pumps, VFD-controlled clearwell pumps, a pressurized filter vessel control panel, carbonic acid generation system for pH adjustment, pH adjustment booster pump, backwash reclaim transfer pump, flowmeters, and backwash tank level instrumentation. Process status and alarm signals were integrated into the City's existing Data Flow Systems SCADA system.

### ***City of Sebastopol Well #6 Water Treatment System***

**Electrical Engineer**  
**City of Sebastopol | Sebastopol, CA**

Served as Electrical Engineer for this well treatment system project for the City of Sebastopol to reduce the level of naturally occurring arsenic in the well's output. Improvements include a new greensand filter vessel control panel, ferric chloride and sulfuric acid injection pumps, booster pump, variable-speed backwash reclaim transfer pumps, sludge disposal pump, flowmeters, and backwash tank level instrumentation. Process status and alarm signals were integrated into the City's Alerton building management system.

### ***Marianas College Tank Replacement***

**Electrical Engineer**  
**Commonwealth Utilities Corporation | Saipan, MP**

Served as Electrical Engineer for one-million-gallon potable water tank and pump station project. Project included new electrical service, well pump VFD control panel, chlorine gas storage and injection system, emergency generator, facility electrical distribution, and interior lighting. Designed process around stand-alone controller, with intent to interface to future PLC-based SCADA system.

### ***Palmer Drive Water Tank***

**Electrical Engineer**  
**North Marin Water District | Novato, CA**

Served as Electrical Engineer for four-million-gallon-welded steel potable water tank project. Project included new services from PG&E and SBC Communications, electrical service pedestal, and enclosure for owner-provided remote terminal unit. Tank instrumentation and control devices consisted of level transducer, altitude valve control valve and position switches, tank intrusion switches, and surveillance camera.

### ***Wild Horse Tank No. 2***

**Electrical Engineer**  
**North Marin Water District | Novato, CA**

Served as Electrical Engineer for 50,000-gallon welded steel potable water tank project. Project included new service from

PG&E, electrical service pedestal, tank grounding, and enclosure for owner-provided remote terminal unit. Tank instrumentation and control devices consisted of level transducer, altitude valve control valve and position switches, and tank intrusion switches.

### ***North Richmond Pump Station Renewal***

**Electrical Engineer**  
**Contra Costa County Public Works | Richmond, CA**

Performed condition assessment and developed cost estimate for rehabilitation of a stormwater pump station. The pump station consists of four vertical turbine pumps driven by spark-ignited engines, along with dry-weather electric pumps, ventilation, engine cooling, and other pump station auxiliary systems and equipment. Developed options to convert pump drivers to diesel engines, or electric motors with variable frequency drives.

### ***San Francisco Public Works Non-Potable Water Re-Use System***

**Electrical Engineer**  
**San Francisco Public Works | San Francisco, CA**

Served as Electrical Engineer for the engineering report and design for a 25,000 GPD non-potable water re-use system. The system collects foundation underdrainage from adjacent buildings and treats it via media and membrane filtration and disinfects for re-use in street-sweeping and fountain make-up supply, off-setting potable water use by over five million gallons per year. A significant design challenge was to fit new equipment into an underground vault with existing equipment that needed to remain in place. Electrical scope included modifications to an existing equipment vault power distribution, Motor Control Center (MCC) expansion, with new instrumentation and PLC-based SCADA system. The project also provided power distribution to receptacles at the above-ground plaza. Receptacles and associated breakers were mounted in vandal-resistant pedestals for use by farmers-market vendors. Electrical scope included voltage drop and conduit fill calculations.

### ***Davenport County Sanitation District Recycled Water System***

**Project Engineer**  
**Davenport County Sanitation District | Davenport, CA**

Served as Project Engineer for the District's recycled water system improvements project located in Davenport, Santa Cruz County. The design included upgrades to the treatment plant's processes to attain disinfected tertiary effluent status under Title 22 of the California Code of Regulations. Improvements included design of a recycled water storage pond, pumping station wet well and pumps, recycled water transmission line, chemical metering pumps and valves, and reclaimed water truck filling station. In addition, redundancy was added to the plant's alarms and treatment processes to ensure treated water not meeting recycled water specifications could be recirculated to the secondary treatment lagoon. Responsibilities included preparation of engineering design, construction drawings, specifications, project cost estimate, and engineering report.

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## **→ Appendix B Disclosure of Potential Conflict of Interest**





## **EXHIBIT B**

### **Conflict of Interest Checklist & Disclosure Form**



## **CONFLICT OF INTEREST CHECKLIST INSTRUCTIONS AND DISCLOSURE FORM**

**Purpose of the checklist.** The attached conflict of interest checklist is to be used by all Respondents to assist in screening for potential organizational conflicts of interest. The checklist is for the internal use of the Respondents and does not need to be submitted to Lake Berryessa Resort Improvement District (LBRID).

**Definition of “Respondent.”** As used herein, the word “Respondent” includes both the Prime Contractor/Consultant and all proposed subcontractors/subconsultants.

**Checklist is not Exclusive.** Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist, including specific set forth in law or LBRID’s Conflict of Interest Policy. If a Respondent determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

**Use of the Disclosure Form.** After review of the checklist, the Respondents must complete the Disclosure of Potential Conflict of Interest and submit it along with the Respondent’s proposal. If the Respondent determines a potential conflict of interest exists, it must disclose the potential conflict of interest to LBRID; however, such a disclosure will not necessarily disqualify a Respondent from being awarded a contract. LBRID personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Respondent may be awarded the contract notwithstanding the potential conflict. LBRID’s personnel may consult with District Counsel in reaching its decision. Resolution of the conflict of interest issues is ultimately at the sole discretion of LBRID.

**Material Representation.** The Respondent is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to mitigate such conflicts. The Respondent is also responsible to update conflict information if such information changes after the submission of the proposal. Information provided on this form will constitute a material representation as to the award of this contract. LBRID reserves the right to cancel or amend the resulting contract if the successful Respondent failed to disclose a potential conflict, which it knew or should have known about, or if the Respondent provided information on the disclosure form that is false or misleading.

**Approach to Reviewing Potential Conflicts.** LBRID recognizes that the Respondents must maintain business relations with other public and private sector entities in order to continue as viable businesses. LBRID will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not LBRID’s intent to disqualify Respondents based merely on the existence of a business relationship with another entity, but

rather only when such relationship causes a conflict that potentially impairs the Respondent's ability to provide objective advice to LBRID. LBRID would seek to disqualify Respondents only in those cases where a potential conflict cannot be adequately mitigated.

## CONFLICT OF INTEREST CHECKLIST

An organizational conflict of interest may exist in any of the following cases:

- ☐ The Respondent, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, or other deliverable required by this contract.
- ☐ The Respondent is providing services to another governmental or private entity and the Respondent knows or has reason to believe, that the entity's interest are, or may be, adverse to LBRID's interest with respect to the specific project covered by this contract.
- ☐ The Respondent is providing design services to a private entity, including but not limited to developers, whom the Respondent knows or has good reason to believe, have a property interest in land affected by the project covered by this contract, when the value or potential uses of such property may be affected by the Respondent's performance of work pursuant to this contract. Comment: this provision does not presume Respondents know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the Respondent has a reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ☐ The Respondent has a business arrangement with a LBRID employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the Respondent being awarded this contract. This item does not apply to pre-existing employment of current or former LBRID employees, or their immediate family members. Comment: this provision is not intended to supersede any statutes or policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a Respondent may have unfair access to "inside" information.
- ☐ The Respondent has, in previous work, provided design services and such professional services that potentially provides the Respondent with an unfair advantage in preparing a proposal for this project. Comment: this provision will not, for example, necessarily disqualify a Respondent who provided surveying or material testing services for this project, however such work must be disclosed and all work products must be provided.
- ☐ The Respondent has, in previous work for LBRID, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the California Public Records Act (see GC 6250-6270), and such data potentially provides the Respondent with an unfair advantage in preparing a proposal for this project. Comment:

this provision is intended to avoid a situation where a Respondent has been provided information that cannot be provided to other Respondents.

- ☐ The Respondent has, in previous work for LBRID, performed such work as: helping to create the ground rules for this solicitation, writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation. Comment: This provision is not intended to discourage unsolicited comments on any draft RFPs made available to the public at large.
- ☐ The Respondent, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to LBRID.



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## **→ Appendix C Proof of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> GHD Services Inc. 2055 Niagara Falls Blvd., Suite 3 Niagara Falls, NY 14304	<table border="1"> <thead> <tr> <th data-bbox="815 420 1432 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1432 420 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1432 478"><b>INSURER A:</b> Allied World Assurance Company US Inc</td> <td data-bbox="1432 451 1572 478">19489</td> </tr> <tr> <td data-bbox="815 478 1432 506"><b>INSURER B:</b> Zurich American Insurance Company</td> <td data-bbox="1432 478 1572 506">16535</td> </tr> <tr> <td data-bbox="815 506 1432 533"><b>INSURER C:</b> Beazley Insurance Company Inc</td> <td data-bbox="1432 506 1572 533">37540</td> </tr> <tr> <td data-bbox="815 533 1432 560"><b>INSURER D:</b> Lloyd's Syndicate 2623 (Beazley Furlong Li</td> <td data-bbox="1432 533 1572 560">C2166</td> </tr> <tr> <td data-bbox="815 560 1432 588"><b>INSURER E:</b></td> <td data-bbox="1432 560 1572 588"></td> </tr> <tr> <td data-bbox="815 588 1432 615"><b>INSURER F:</b></td> <td data-bbox="1432 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Allied World Assurance Company US Inc	19489	<b>INSURER B:</b> Zurich American Insurance Company	16535	<b>INSURER C:</b> Beazley Insurance Company Inc	37540	<b>INSURER D:</b> Lloyd's Syndicate 2623 (Beazley Furlong Li	C2166	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b> Lloyd's Syndicate 2623 (Beazley Furlong Li	C2166														
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

CERTIFICATE NUMBER: W25070445

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						
B	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> COLL Ded: \$500	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					Hired Physical Damage \$ 100,000.00
				BAP 3757423-07	07/01/2022	07/01/2023	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				WC 0380936-07	07/01/2022	07/01/2023	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liab.</b>						Each Claim: \$1,000,000
				V29594210301	12/01/2021	12/01/2022	Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

## CERTIFICATE HOLDER

## CANCELLATION

To Whom It May Concern-GHD Services Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

<b>AGENCY</b> Willis Towers Watson Northeast, Inc.		<b>NAMED INSURED</b> GHD Services Inc. 2055 Niagara Falls Blvd., Suite 3 Niagara Falls, NY 14304	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to General Liability where required by contract or agreement.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured where required by contract or agreement.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability where required by contract or agreement.

INSURER AFFORDING COVERAGE: Lloyd's Syndicate 2623 (Beazley Furlong Limited)  
 POLICY NUMBER: W29657210301 EFF DATE: 12/01/2021 EXP DATE: 12/01/2022

NAIC#: C2166

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**Where required by written contract**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name of Person or Organization:</b>  <b>Where required by written contract</b>
<b>Location And Description of Completed Operations:</b>  <b>Where required by written contract</b>
<b>Additional Premium:</b>  <b>N/A</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

**Where required by written contract**

Where required by written contract Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.







2235 Mercury Way Ste 150,  
Santa Rosa CA 95407  
USA  
www.ghd.com

ATTACHMENT 2

FEE PROPOSAL



July 28, 2022

**Annamaria Martinez**  
**Assistant Engineer**  
**Lake Berryessa Resort Improvement District**  
**804 First Street**  
**Napa, California 94559**

**Re: Lift Station A - Sewer Collection Tank Replacement Project - Fee Proposal**

Dear Annamaria,

Please find GHD's fee estimate as requested for the Sewer Collection Tank Replacement Project. We have provided two fee estimates for your consideration. The effort required for both the design services will vary based on whether the selected tank is a bolted steel or concrete tank. We can discuss how best to contract for the services and how to account for the difference in the design once a tank selection is complete.

Our fee proposal is based on an estimate of effort required to complete the work. Because the proposed fee is an estimate of the effort required, GHD always maintains the right to move dollars from one task to another as the project develops. Additional out of scope work will be negotiated and contracted through an amendment if necessary.

GHD appreciates the opportunity to submit our proposal to provide consulting services to the District on this project and we look forward to continuing our relationship with the District. If you have any questions regarding our submission, please do not hesitate to contact Alex at 707.599.6936 or alex.culick@ghd.com.

Regards,

A handwritten signature in blue ink, appearing to read "Alex Culick".

**Alex Culick, PE**  
Project Director  
707.599.6936  
alex.culick@ghd.com

A handwritten signature in black ink, appearing to read "Michelle Trinh".

**Michelle Trinh, PE**  
Project Manager  
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Steel Sewer Collection Tank

Task	Description	Project Director	Project Manager	Project Engineer	CAD Designer	Senior Electrical Engineer	Electrical Engineer	Senior Structural Engineer	Structural Engineer	Admin	Project Assistant	Total Hours	Labor Total	Clarkford & Associates	Subs Markup	Total Subs	Dist. Fee	Total Dist.	Estimated Project Total
Task1	Project Management	4	30	0	0	0	0	0	0	0	12	46	\$9,620	\$0	\$0	\$0	\$299	\$299	\$9,919
Subtask 1.1	Project Management	4	30	0	0	0	0	0	0	0	12	46	\$9,620	\$0	\$0	\$0	\$299	\$299	\$9,919
Task2	Preliminary Design Report	10	36	66	24	4	0	40	40	8	0	230	\$41,980	\$0	\$0	\$0	\$1,495	\$1,495	\$43,485
Subtask 2.1	Site Visit	4	6	6	6	0	0	0	0	0	0	16	\$3,364	\$0	\$0	\$0	\$104	\$104	\$3,468
Subtask 2.2	Preliminary Design Report	6	32	60	24	4	0	40	40	8	0	214	\$38,626	\$0	\$0	\$0	\$1,391	\$1,391	\$40,017
Task3	Engineered Plans & Specifications	12	56	88	44	14	24	32	60	36	0	365	\$64,074	\$0	\$0	\$0	\$2,370	\$2,370	\$66,453
Subtask 3.1	60% Submittal	4	24	32	16	8	12	8	24	16	0	144	\$25,092	\$0	\$0	\$0	\$936	\$936	\$26,028
Subtask 3.2	90% Submittal	4	16	32	16	4	8	16	24	12	0	132	\$23,064	\$0	\$0	\$0	\$858	\$858	\$23,922
Subtask 3.3	100% Submittal	4	16	24	12	2	4	8	12	8	0	90	\$15,918	\$0	\$0	\$0	\$585	\$585	\$16,503
Task4		0	2	0	0	0	0	1	0	0	0	3	\$606	\$20,554	\$2,055	\$22,609	\$20	\$20	\$23,235
Subtask 4.1	Geotechnical Report	0	2	0	0	0	0	1	0	0	0	3	\$606	\$20,554	\$2,055	\$22,609	\$20	\$20	\$23,235
Task5		4	8	8	6	2	0	0	6	4	0	38	\$6,974	\$0	\$0	\$0	\$247	\$247	\$7,221
Subtask 5.1	Bid Phase	4	8	8	6	2	0	0	6	4	0	38	\$6,974	\$0	\$0	\$0	\$247	\$247	\$7,221
Task6		8	32	28	0	2	0	2	12	0	0	84	\$16,302	\$0	\$0	\$0	\$546	\$546	\$16,848
Subtask 6.1	Construction Support	8	32	28	0	2	0	2	12	0	0	84	\$16,302	\$0	\$0	\$0	\$546	\$546	\$16,848
Total Labor Hours		38	166	190	74	22	24	75	118	48	12	767	\$138,566	\$20,554	\$2,055	\$22,609	\$4,986	\$4,986	\$165,161
Estimated Project Total		\$10,982	\$33,632	\$31,540	\$12,284	\$5,302	\$3,984	\$15,150	\$19,588	\$4,800	\$1,404								



Concrete Sewer Collection Tank

Description	Project Director	Project Manager	Project Engineer	CAD Designer	Senior Electrical Engineer	Electrical Engineer	Senior Structural Engineer	Structural Engineer	Admin	Project Assistant	Total Hours	Labor Total	Crawford & Associates	Subs Markup	Total Subs	Dist. Fee	Total Dist.	Estimated Project Total
<b>Task1</b>	4	20	166	166	241	166	202	166	100	117	46	8,620	0	0	0	299	299	8,919
Subtask 1.1 Project Management		4	30	0	0	0	0	0	0	12	46	8,620	0	0	0	299	299	8,919
<b>Task2</b>	10	38	66	24	4	0	40	44	8	0	234	42,654	0	0	0	1,521	1,521	44,175
Subtask 2.1 Site Visit		4	6	6	0	0	0	0	0	0	16	3,364	0	0	0	104	104	3,468
Subtask 2.2 Preliminary Design Report		6	32	60	24	4	0	44	8	0	218	39,290	0	0	0	1,417	1,417	40,707
<b>Task3</b>	12	66	88	52	14	24	90	120	36	0	492	87,078	0	0	0	3,198	3,198	90,276
Subtask 3.1 60% Submittal		4	24	32	24	8	12	40	16	0	200	35,540	0	0	0	1,300	1,300	36,840
Subtask 3.2 90% Submittal		4	16	32	16	4	8	34	48	12	174	30,684	0	0	0	1,131	1,131	31,815
Subtask 3.3 100% Submittal		4	16	24	12	2	4	16	32	8	118	20,854	0	0	0	767	767	21,621
<b>Task4</b>	0	2	0	0	0	0	1	0	0	0	3	606	20,554	2,055	22,609	20	20	23,235
Subtask 4.1 Geotechnical Report		0	2	0	0	0	1	0	0	0	3	606	20,554	2,055	22,609	20	20	23,235
<b>Task5</b>	4	8	8	6	2	0	0	6	4	0	38	6,974	0	0	0	247	247	7,221
Subtask 5.1 Bid Phase		4	8	8	6	2	0	6	4	0	38	6,974	0	0	0	247	247	7,221
<b>Task6</b>	8	32	28	0	2	0	2	12	0	0	84	16,302	0	0	0	546	546	16,848
Subtask 6.1 Construction Support		8	32	28	0	2	2	12	0	0	84	16,302	0	0	0	546	546	16,848
Total Labor Hours																		
38																		
Estimated Project Total																		
\$190,674																		