

Hidden Valley Lake
Community Services District



Issued: Friday, August 26, 2022

Request for Proposals

Planning, Engineering and Design for the Defensive Space
Ignition Resistant Construction (DSIRC) Project

Submission Deadline: 2pm, Friday, September 30, 2022

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Introduction

The Hidden Valley Lake Community Services District (District) is requesting proposals from consulting firms for the planning, engineering and design of the Defensive Space Ignition Resistant Construction (DSIRC) project. The DSIRC project is specifically designed to reduce both HVLCSO and the community's vulnerability from the damaging effects of wildfire by thinning vegetation, and erecting ignition resistant structures in key locations of HVLCSO's water distribution infrastructure. Defensive space principles will be applied to HVLCSO's 13.1 acres, one water storage tank will be replaced, and two wellheads will be housed in ignition resistant structures.

Background

In the late 1960s, the Boise-Cascade Corporation developed the Hidden Valley Lake planned community. Much of HVLCSO's lands and infrastructure have not been improved since its original development.

HVLCSO's water storage and source water parcels total approximately 13 acres. These lands are either forested or have thick undergrowth. Hidden Valley Lake scores extremely high in the wildfire risk category according to the CalOES Hazard Risk analysis, at the 98th percentile¹. The principles of the National Fire Protection Association's (NFPA) Codes and Standards document 1144 and Public Resource Code (PRC) 4291 provide a guide for vegetation thinning and management (attached).

During the Boise-Cascade development period redwood tanks were constructed to store drinking water. After 50 years, these tanks have exceeded their useful life, and are showing signs of wear. The population of the community has also grown over this long expanse of time. The devastating effects of wildfire in the region have placed a priority on building resiliency, and redwood tanks are not resilient. The calculations provided in HVLCSO's Water Master Plan Update (2001) were used to determine the appropriate capacity of the replacement tank to provide adequate fire flow under existing development conditions. Proposed tank volumes, dimensions and elevations are included in the Tank Sizing Memo (attached).

Two of the source water wells for the community were drilled in 1990. Some improvements have been made over time, but the wellheads remain exposed. In 2015, the Valley Fire raged through this area, and rendered the wells inoperable. It took eight days of emergency repair work to bring all systems back on-line. One well remains slightly below base flood elevation. The wellhead area continues to be vulnerable to climactic disruptions and represents a strong negative impact to the community in the event of failure. HVLCSO plans to mitigate this risk by enclosing the wellheads in ignition resistant construction.

In 2019, the District applied for grant funding for the project from the Federal Emergency Management Agency (FEMA) through the Hazard Mitigation Grant Program (HMGP). In 2022, the District was awarded phased funding for the project.

Scope of Work

A proposed scope of work is shown below. The Consultant shall effectively organize and co-manage workflow with District staff, implement quality controls/assurances, achieve performance parameters

¹ <https://calema.maps.arcgis.com/apps/dashboards/3c78aea361be4ea8a21b22b30e613d6e>

(ie budget, schedules, milestones, and deadlines), collaboratively engage with District staff, present and co-lead at public outreach meetings, and conduct work professionally and productively.

Project Design

- The Consultant should meet with District staff to kick-off project, review the terms of the professional services contract, observe site conditions, and identify design constraints and opportunities.
- The Consultant should review the HMGP DSIRC Scope of Work (attached) to effectively plan and design the construction project.
- The Consultant should conduct all appropriate environmental investigations to meet Federal Environmental and Historic Preservation requirements.
- The Consultant should review potential constraints identified by HVLCS staff. One wellhead may need to be raised to base flood elevation prior to concrete pad buildout. The new water storage tank height must accommodate existing pumping station capacity.
- The Consultant should undertake, coordinate and schedule a potholing effort to verify the location and depth of potential utility conflicts. The location of all potholes will be included in the plan sheets.
- The Consultant should conduct geotechnical investigations for tank foundations in accordance with Process Industry Practices (PIP) for vessels.
- The Consultant should review and be proficient in NFPA 1144 and PRC 4291 for vegetation thinning and management planning.
- The Consultant should continue with design specifications and plans through Final Design (with submittals of information to review at the 35%, 65%, 95%, Final stages of the project documents). The Consultant will provide civil, mechanical, structural, architectural, electrical, and instrumentation design drawings, contract documents and specifications for each project task. Project drawings are to be “to scale” and furnished to the District in Portable Document Format (PDF) file format. Final drawings are also to be furnished in Autodesk AutoCAD format.

The Consultant shall prepare bid documents, including plans and specifications which will include all necessary work for a complete and functional DSIRC project, including:

Defensive Space

- A vegetation thinning plan for three parcels in compliance with NFPA 1144 and PRC 4291² that specifies the level of removal from each ignition zone, including figures for cut & fill, estimate of ladder fuel removal, and tree removal count.
- A vegetation maintenance plan that shows the extent of vegetation clearing and pruning for maintaining the defensible space around project infrastructure.

Storage Tank

- A demolition plan that shows the limits of removal for the existing fencing, tank, trees, piping and appurtenances to be removed
- A grading and drainage plan that shows the expanded pad, and drainage features that will convey stormwater to existing drainage channels
- A foundation plan that includes reinforced-concrete ring for the tank.

² <https://www.fire.ca.gov/programs/communications/defensible-space-prc-4291/>

- A tank and piping plan that shows the new tank and appurtenances, and new piping connections to the existing water mains.
- Electrical plans showing tank controls and telemetry
- Additional sheets that show structural details for the foundation, sections, details for fencing, piping, and tank appurtenances.

Wellhead structures

- A foundation plan that exhibits compliance to base flood elevation requirements.
- Structural details of ignition resistant construction.

- The Consultant should develop a project specific Stormwater Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs). The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) licensed by the California Stormwater Quality Association (CASQA). The Consultant will upload the SWPPP to the State's SMARTS database no less than six weeks before contractor's mobilization date for start of construction.
- The Consultant should provide estimates of probable construction cost with each submittal. The format shall be consistent with the bid schedule to be utilized for the project.
- The Consultant should perform value engineering efforts with each submittal and document any recommended cost savings that should be considered by the District.
- The Consultant will prepare all necessary permits to finalize Lake County Community Development Department requirements.

The District will advertise and circulate the bid documents for public bidding of the project for construction. The Consultant will respond to bidder's questions, make clarifications, and prepare written addenda as needed. The Consultant shall review the bids and make a recommendation for award. The Consultants will prepare conform plans and specifications, in response to changes based on addenda.

Proposal Requirements

Proposals are to be straightforward, clear, concise, and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

1. Cover Letter
 - Name, address, and telephone number of the firm.
 - Signed by an authorized representative of the Consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant.
 - State the proposal is firm for a 90-day period from the proposal submission deadline.
 - Pledge to have the ability to perform successfully under the terms of the Professional Services Agreement, giving consideration to such matters as integrity, public policy compliance, record of past performance, and financial and technical resources (2 CFR 200.318(h)).
2. Experience and Project Examples
 - List three of the most relevant projects, with contact names, phone numbers, and email addresses of clients where the services were performed.

3. Project Team Information
 - Please include all subconsultants, taking into consideration the affirmative steps listed in 2 CFR 200.321
 - Provide resumes for key staff, in an appendix
4. Project Understanding and Approach to Work
5. Scope of Work
6. Amount of effort (in hours) anticipated for each task of the work.
7. Project Schedule
 - Proposal shall include level of effort detail for every task, for every subconsultant
8. Fee Proposal (to be attached in a separate sealed envelope.)
 - Proposal shall include an hourly breakdown and total costs for each task, as well as any additional costs.

Submittal Process

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations. By submitting a proposal, each proposer certifies that all statements in this proposal are true.

The District is not liable for costs incurred in the preparation of this submission and any other subsequent submissions or presentations. The District reserves the right to accept or reject any submission when it is considered to be in the best interest of the District.

On or before 2:00pm PDT on Friday, September 30, 2022 please submit an electronic copy of the proposal in PDF to Alyssa Gordon(agordon@hvlcsd.org) with the following subject line: RFP Response - DSIRC Consulting Services. The fee proposals should be sent via mail in sealed envelopes, attention Alyssa Gordon, to the District Office.

HVLCSD
 19400 Hartmann Road
 Hidden Valley Lake, CA 95467
 Attn: Alyssa Gordon

Questions regarding the RFP may be submitted to Alyssa Gordon via email (agordon@hvlcsd.org) prior to the deadline of Wednesday September 14, 2022

RFP Schedule

Advertisement of RFP	Friday August 26, 2022, 2PM PDT
Field walk-through (optional)	Friday September 9, 2022, 10AM PDT
Deadline for questions	Wednesday September 14, 2022, EOB PDT
Deadline for District responses	Wednesday September 21, 2022, EOB PDT
Deadline for RFP submittal	Friday September 30, 2022, 2PM PDT

District Proposal review	Ends Friday October 7, 2022, EOB PDT
Award of contract (tentative)	Wednesday October 18, 2022

Selection Process

Consulting firms will be evaluated based on the following criteria:

- Completeness of the Proposal
- Overall project approach and scope of work
- Relevant work experience
- Qualifications of key project team members
- Level of hourly effort estimated.

The District shall perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a consulting firm that best satisfies the District's requirements. The District may select more than one firm to design these improvements and/or decide not to award any improvement contemplated in this RFP and/or execute multiple contracts with the same consultant, as may be in the best interests of the District. The District suggests that each proposer tailor their example projects to highlight how they are qualified for each phase of the improvements. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the District to do so. The District may require the proposer selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.

Exhibits

1. NFPA 1144 Brochure
2. CalFire Defensible Space
3. Tank Sizing Memo, February 12,2021.
4. HMGP DSIRC Scope of Work
5. Professional Services Agreement
6. Photos



NATIONAL FIRE PROTECTION ASSOCIATION

The leading information and knowledge resource on fire, electrical and related hazards

PUBLIC EDUCATION

Public Education / Fire causes & risks / Wildfire / Preparing homes for wildfire

Preparing homes for wildfire

Select Language ▾

What are the primary threats to homes during a wildfire?

Research around home destruction vs. home survival in wildfires point to embers and small flames as the main way that the majority of homes ignite in wildfires. Embers are burning pieces of airborne wood and/or vegetation that can be carried more than a mile through the wind can cause spot fires and ignite homes, debris and other objects.

There are methods for homeowners to prepare their homes to withstand ember attacks and minimize the likelihood of flames or surface fire touching the home or any attachments. Experiments, models and post-fire studies have shown homes ignite due to the condition of the home and everything around it, up to 200' from the foundation. This is called the Home Ignition Zone (HIZ).

Learn more about how wildfires spread and ignite home in our online course [Understanding the Wildfire Threat to Homes. An overview of fire history, fire basics, and how homes burn.](#)

Get informed



How to prepare your home for wildfire

Get some wildfire risk reduction steps that can make your home safer during a wildfire.

Download the fact sheet.

Como preparar su casa contra incendios forestales

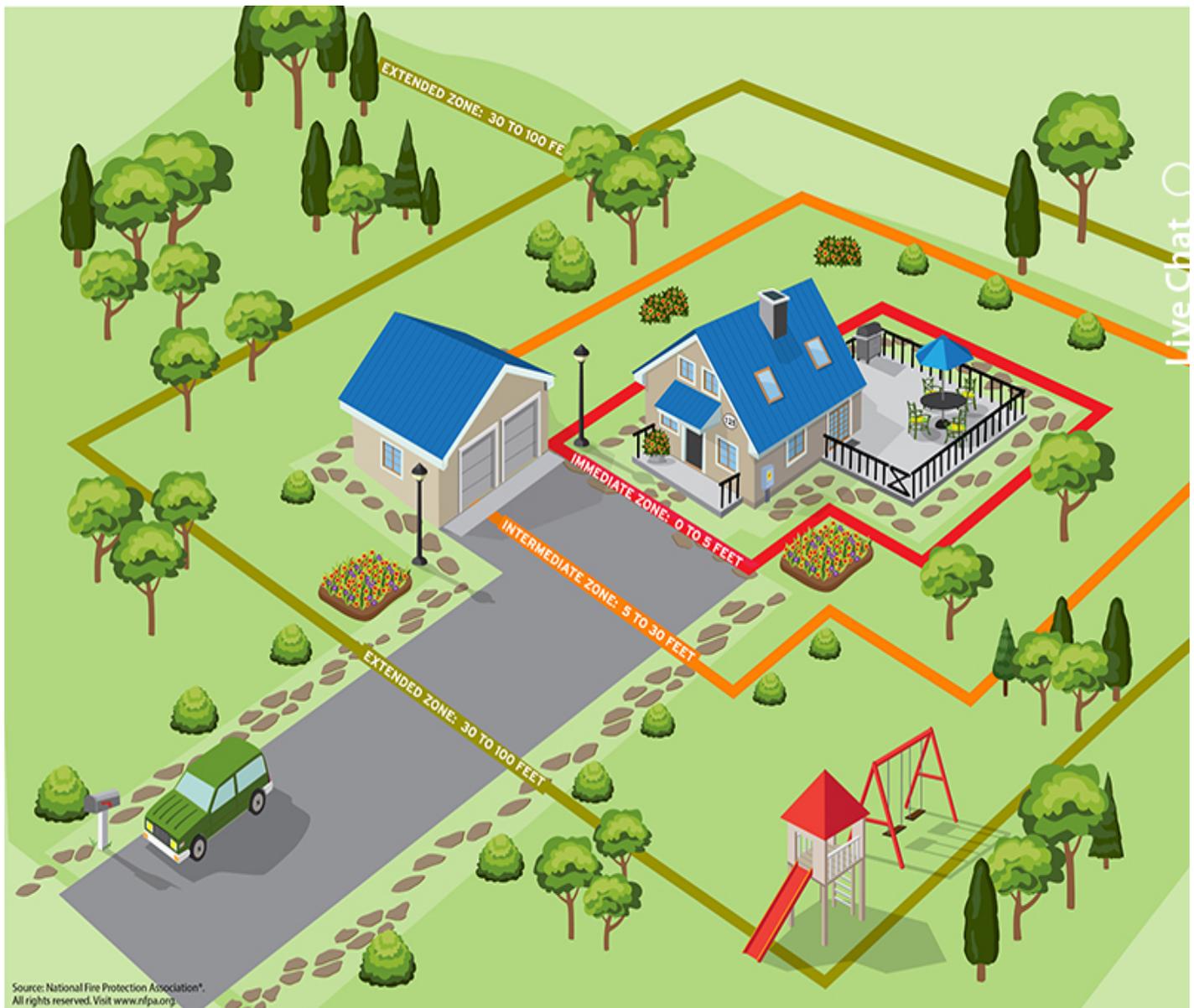
This fact sheet is also available in Spanish.

Download the fact sheet.



What is the Home Ignition Zone?

The concept of the home ignition zone was developed by retired USDA Forest Service fire scientist Jack Cohen in the late 1990s, following some breakthrough experimental research into how homes ignite due to the effects of radiant heat. The HIZ is divided into three zones.



Source: National Fire Protection Association*. All rights reserved. Visit www.nfpa.org

Immediate zone

The home and the area 0-5' from the furthest attached exterior point of the home; defined as a non-combustible area. Science tells us this is the most important zone to take immediate action on as it is the most vulnerable to embers. **START WITH THE HOUSE ITSELF** then move into the landscaping section of the Immediate Zone.

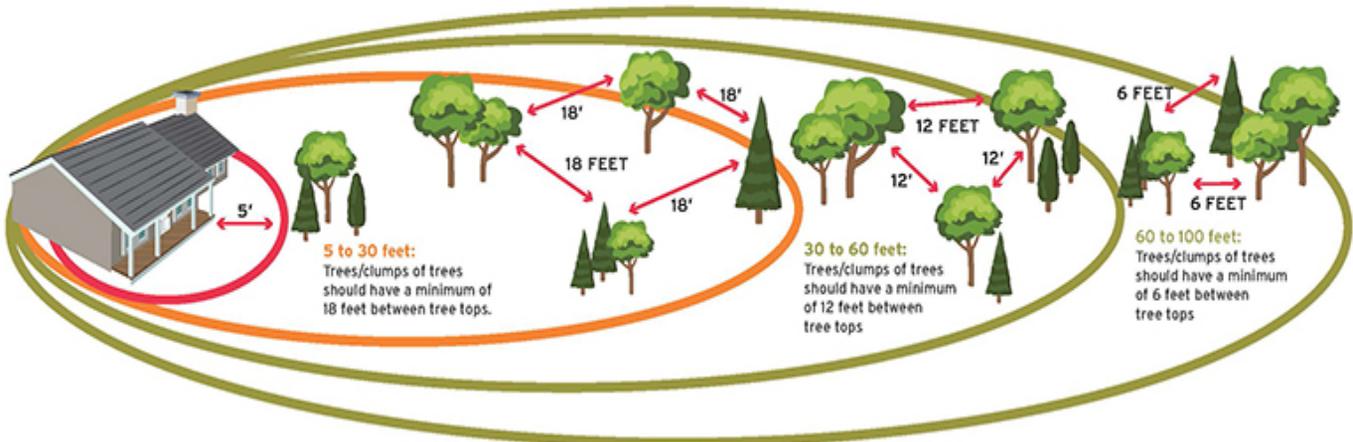
- Clean roofs and gutters of dead leaves, debris and pine needles that could catch embers.
- Replace or repair any loose or missing shingles or roof tiles to prevent ember penetration.
- Reduce embers that could pass through vents in the eaves by installing 1/8 inch metal mesh screening.
- Clean debris from exterior attic vents and install 1/8 inch metal mesh screening to reduce embers.
- Repair or replace damaged or loose window screens and any broken windows. Screen or box-in areas below patios and decks with wire mesh to prevent debris and combustible materials from accumulating.
- **Move any flammable material away from wall exteriors** – mulch, flammable plants, leaves and needles, firewood piles – anything that can burn. Remove anything stored underneath decks or porches.

Intermediate zone

5-30' from the furthest exterior point of the home. Landscaping/hardscaping- employing careful landscaping or creating breaks that can help influence and decrease fire behavior

- Clear vegetation from under large stationary propane tanks.
- Create fuel breaks with driveways, walkways/paths, patios, and decks.
- Keep lawns and native grasses mowed to a height of four inches.
- **Remove ladder fuels (vegetation under trees) so a surface fire cannot reach the crowns. Prune trees up to six to ten feet from the ground; for shorter trees do not exceed 1/3 of the overall tree height.**
- **Space trees to have a minimum of eighteen feet between crowns with the distance increasing with the percentage of slope.**
- Tree placement should be planned to ensure the mature canopy is no closer than ten feet to the edge of the structure.
- **Tree and shrubs in this zone should be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape.**

TREE SPACING



Extended zone

30-100 feet, out to 200 feet. Landscaping – the goal here is not to eliminate fire but to interrupt fire's path and keep flames smaller and on the ground.

- Dispose of heavy accumulations of ground litter/debris.

- Remove dead plant and tree material.
- Remove small conifers growing between mature trees.
- Remove vegetation adjacent to storage sheds or other outbuildings within this area.
- Trees 30 to 60 feet from the home should have at least 12 feet between canopy tops.*
- Trees 60 to 100 feet from the home should have at least 6 feet between the canopy tops.*

**The distances listed for crown spacing are suggested based on NFPA 1144. However, the crown spacing needed to reduce/prevent crown fire potential could be significantly greater due to slope, the species of trees involved and other site specific conditions. Check with your local forestry professional to get advice on what is appropriate for your property.*

HOME IGNITION ZONE CHECKLIST

SIMPLE STEPS FROM ROOF TO FOUNDATION TO MAKE A HOME SAFER FROM EMBERS AND RADIANT HEAT

- Clean roofs and gutters of dead leaves, debris and pine needles that could catch embers
- Replace or repair any loose or missing shingles or roof tiles to prevent ember penetration
- Reduce embers that could pass through vents in the eaves by installing 1/8 inch metal mesh screening
- Clean debris from exterior attic vents and install 1/8 inch metal mesh screening to reduce embers
- Repair or replace damaged or loose window screens and any broken windows
- Screen or box-in areas below patios and decks with wire mesh to prevent debris and combustible materials from

accumulating

- Move any flammable material away from wall exteriors - mulch, flammable plants, leaves and needles, firewood piles - anything that can burn
- Remove anything stored underneath decks or porches

VISIT [FIREWISE.ORG](https://www.firewise.org) FOR MORE DETAILS

Image by NFPA, with funding from USDA Forest Service

Questions? [Contact the Firewise team.](#)

How to protect your home



How to Prepare Your Home for Wildfires Brochure (English or Spanish)

The *How to Prepare Your Home for Wildfires Brochure* highlights steps residents need to take to prepare for wildfires.

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Request an AB 38 Defensible Space Inspection



On and after July 1, 2021 when you sell property that is located in a **high or very high fire hazard severity zone** [↗](#), you'll need documentation of a compliant Defensible Space Inspection.

To schedule an inspection, please use our **defensible space inspection request form**. [↗](#)

- **Take the Defensible Space Self-Assessment** [↗](#)
- **Additional AB 38 Information** [↗](#)
- **AB 38 Informational Bulletin 21-007**

If you reside in:

Los Angeles County, please visit **Los Angeles Defensible Space** [↗](#)

Marin County, please visit **Marin County Defensible Space** [↗](#)

Orange County, please visit **Orange County Fire Authority - Ready, Set, Go** [↗](#)

Santa Barbara County, please visit **Santa Barbara Defensible Space** [↗](#)

Ventura County, please visit **Ventura County Defensible Space** [↗](#)

Defensible Space Self-Assessment

Defensible Space

Keep your property lean and green to help protect your family and home.

Defensible space, coupled with home hardening, is essential to improve your home's chance of surviving a wildfire. Defensible space is the buffer you create between a building on your property and the grass, trees, shrubs, or any wildland area that surround it. This space is needed to slow or stop the spread of wildfire and it helps protect your home from catching fire—either from embers, direct flame contact or radiant heat. Proper defensible space also provides firefighters a safe area to work in, to defend your home.

Defensible Space Zones

Zones 1 and 2 currently make up the 100 feet of defensible space required by law. Assembly Bill 3074, passed into law in 2020, requires a third zone for defensible space. This law requires the Board of Forestry and Fire Protection to develop the regulation for a new ember-resistant zone (Zone 0) within 0 to 5 feet of the home by January 1, 2023. The intensity of wildfire fuel management varies within the 100-foot perimeter of the home, with more intense fuels' reduction occurring closer to your home. Start at the home and work your way out to 100 feet or to your property line, whichever is closer.



Zone 0 - Ember Resistant Zone

Zone 0 extends 5 feet from buildings, structures, decks, etc.

The ember-resistant zone is currently not required by law, but science has proven it to be the most important of all the defensible space zones. This zone includes the area under and around all attached decks, and requires the most stringent wildfire fuel reduction. The ember-resistant zone is designed to keep fire or embers from igniting materials that can spread the fire to your home. The following provides guidance for this zone, which may change based on the regulation developed by the Board of Forestry and Fire Protection.



Now you can get a handle on your home's Defensible Space! By completing this Self-Assessment, you will have a greater understanding of how Defensible Space and Home Hardening can help save your home from the effects of devastating wildfires. **Take the Defensible Space Self-Assessment.** [↗](#)

Ready, Set, Go! Brochure



Download the **Ready, Set, Go! brochure** to learn more about preparing your home and your family for Wildfire.

Is Your Home Ready? Brochure



Download the **Wildfire is Coming, Are You Ready?** brochure to get your home ready for wildfire.

- Use hardscape like gravel, pavers, concrete and other noncombustible mulch materials. No combustible bark or mulch
- Remove all dead and dying weeds, grass, plants, shrubs, trees, branches and vegetative debris (leaves, needles, cones, bark, etc.); Check your roofs, gutters, decks, porches, stairways, etc.
- Remove all branches within 10 feet of any chimney or stovepipe outlet
- Limit plants in this area to low growing, nonwoody, properly maintained plants
- Limit combustible items (outdoor furniture, planters, etc.) on top of decks
- Relocate firewood and lumber to Zone 2
- Replace combustible fencing, gates, and arbors attach to the home with noncombustible alternatives
- Consider relocating garbage and recycling containers outside this zone
- Consider relocating boats, RVs, vehicles and other combustible items outside this zone

Zone 1 – Lean, Clean and Green Zone

Zone 1 extends 30 feet from buildings, structures, decks, etc. or to your property line, whichever is closer.

- Remove all dead plants, grass and weeds (vegetation).
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters.
- Remove branches that hang over your roof and keep dead branches 10 feet away from your chimney.
- Trim trees regularly to keep branches a minimum of 10 feet from other trees.
- Relocate wood piles to Zone 2.
- Remove or prune flammable plants and shrubs near windows.
- Remove vegetation and items that could catch fire from around and under decks, balconies and stairs.
- Create a separation between trees, shrubs and items that could catch fire, such as patio furniture, wood piles, swing sets, etc.

***During times of drought when green landscaping cannot be achieved due to water restrictions be sure to remove all dead or dying material from Zone 1.**

Zone 2 – Reduce Fuel Zone

Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. or to your property line, whichever is closer.

- Cut or mow annual grass down to a maximum height of 4 inches.
- Create horizontal space between shrubs and trees. (See diagram)
- Create vertical space between grass, shrubs and trees. (See diagram)
- Remove fallen leaves, needles, twigs, bark, cones, and small branches. However, they may be permitted to a depth of 3 inches.
- All exposed wood piles must have a minimum of 10 feet of clearance, down to bare mineral soil, in all directions.

Zone 1 and 2

“Outbuildings” and Liquid Propane Gas (LPG) storage tanks shall have 10 feet of clearance to bare mineral soil and no flammable vegetation for an additional 10 feet around their exterior.

Local Ordinance

Many local government agencies have local ordinances for defensible space or weed abatement. These local ordinances will often be more stringent than the State's minimum requirements listed above (e.g., San Diego County requires 50 feet of clearance in Zone 1). Check with your local fire department or fire protection district for any additional defensible space or weed abatement ordinance requirements. **To search local ordinances near you for a list of statewide municipal codes** [↗](#).

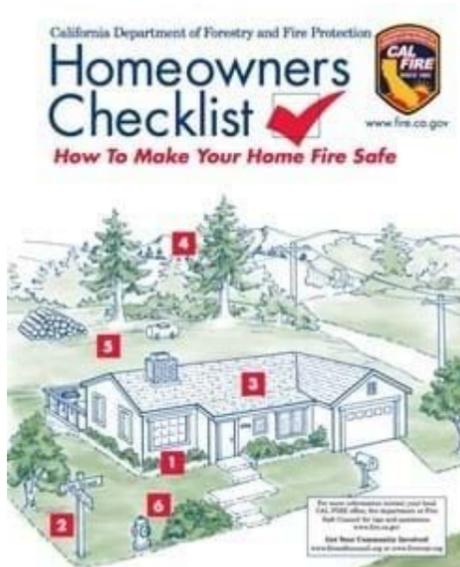
Plant and Tree Spacing

Defensible Space Flyer



Download the **Defensible Space Flyer** for a action checklist.

Homeowner's Checklist



Download the **Homeowner's Checklist** to make your home fire-resistant inside and out.

Prepare For Wildfire

- **Ready, Set, Go!**
- **Get Ready**
- **Get Set**
- **Go! Evacuation Guide**

Ready For Wildfire App



The spacing between grass, shrubs, and trees is crucial to reduce the spread of wildfires. The spacing needed is determined by the type and size of brush and trees, as well as the slope of the land. For example, a property on a steep slope with larger vegetation requires greater spacing between trees and shrubs than a level property that has small, sparse vegetation.

Vertical Spacing

- Remove all tree branches at least 6 feet from the ground.
- Allow extra vertical space between shrubs and trees. Lack of vertical space can allow a fire to move from the ground to the brush to the treetops like a ladder. This leads to more intense fire closer to your home.
- To determine the proper vertical spacing between shrubs and the lowest branches of trees, use the formula below.



Example: A five-foot shrub is growing near a tree. $3 \times 5 = 15$ feet of clearance needed between the top of the shrub and the lowest tree branch.

Horizontal Spacing

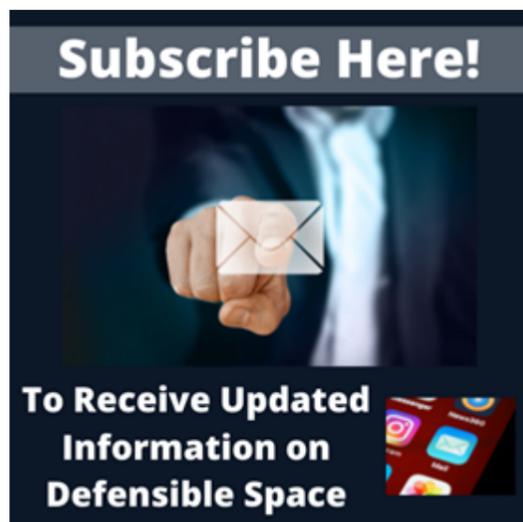
Horizontal spacing depends on the slope of the land and the height of the shrubs or trees. Check the chart below to determine spacing distance.

Build your personalized Wildfire Preparedness Plan and get text messages on active CAL FIRE incidents with the **Ready For Wildfire App**.

Related Links

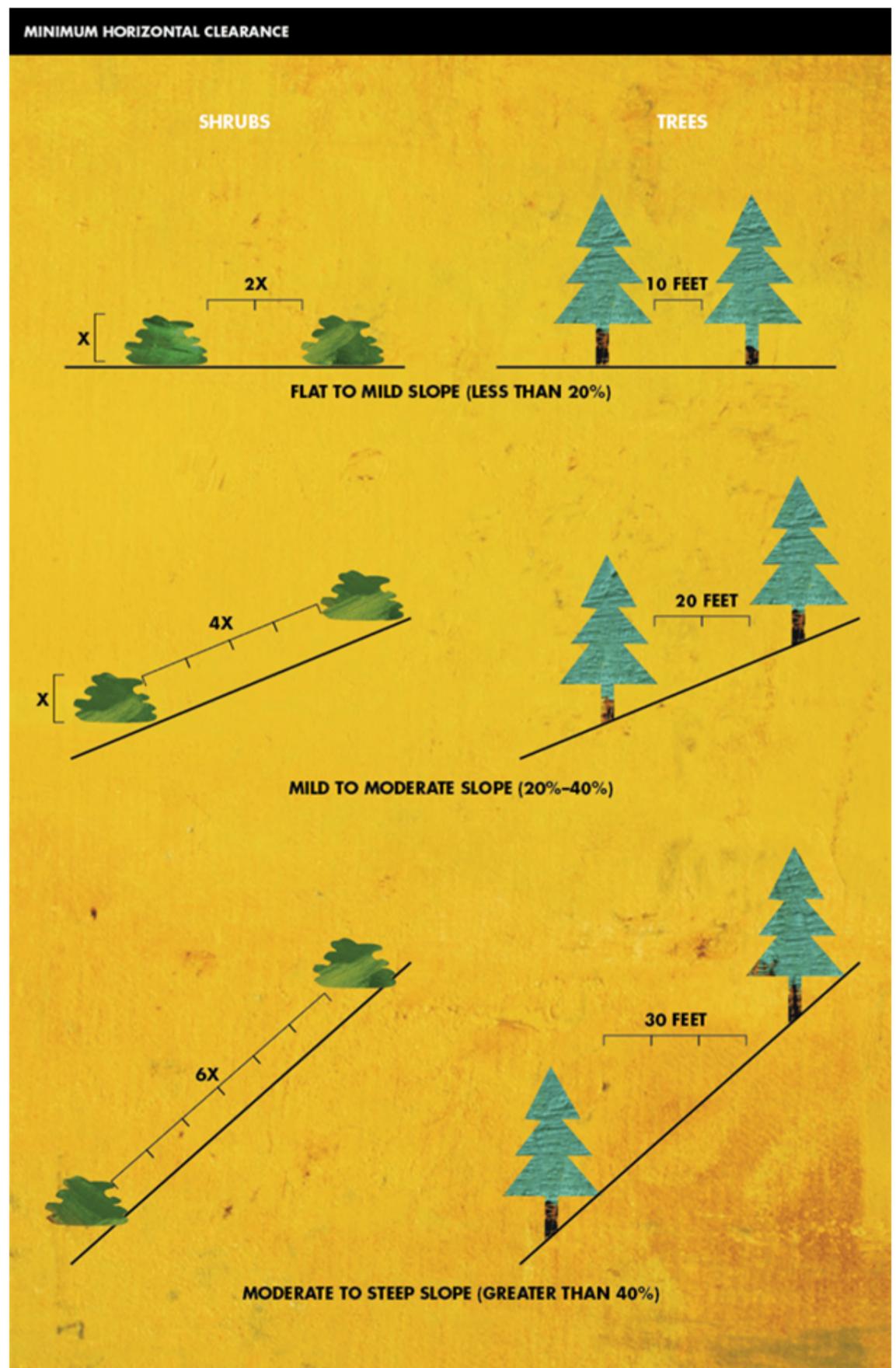
- [Govt Code 51182](#)
- [PRC 4291](#)
- [Sample LE-100a \(English\)](#)
- [Sample LE-100a \(Spanish\)](#)
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- [Ariel View Defensible Space Photo Album](#)

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To Receive Updated Information on Defensible Space



Fire Wise Landscaping

Proper landscaping for wildfire isn't necessarily the same thing as a well-maintained yard. This type of landscaping focuses on plant characteristics, properties, and maintenance to resist the spread of fire to your home.

The good news is that you don't need to spend a lot of money to make your landscape wildfire resilient and reduce the risk to your home. Through proper planning and routine maintenance, you can conserve water and create a beautiful landscape.



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hvlcsd.org

Tank Sizing Memo

February 12, 2021

RE: Tank Sizing Memo, Tank 4A

In January of 2019, District Engineers reviewed HVLCSO tank sizing calculations for Pressure Zone 9. Using formulas from the 2001 Water Master Plan, engineers applied current connection and demand figures to this formula. This is the same formula that was used to determine the appropriate size for water storage in Pressure Zone 4.

Required storage = Average day demand + 25% Peak day demand + Fire flow (2 hrs)

Pressure Zone 4 serves both residential and commercial connections. Fire flow requirements differ between residential and commercial. Fire flow requirements for residential connections is 1500 gallons per min for 2 hours, which equals a total of .18M gallons. Fire flow requirements for commercial connections is 2500 gallons per min for 2 hours, which equals a total of .30M gallons.

Pressure Zone 4 has 905 residential connections, and 17 commercial connections. The commercial connections are uniquely located within the water distribution system, so as to receive water from two different pressure zones, with a Pressure Reducing Valve (PRV) providing load-balancing capabilities. For the purposes of this calculation, half of the number of commercial connections will be used to determine commercial fire flow requirements. The method to arrive at Pressure



Hidden Valley Lake Community Services District

19400 Hartmann Road
 Hidden Valley Lake, CA 95467
 707.987.9201
 707.987.3237 fax
 www.hvlcsd.org

Zone 4 Day demand and Peak Day demand are the same as the Tank Sizing Memo of 2019.

Zone 4					
	Daily demand (DD)	Peak Day demand (PDD)	25% of Peak Day demand (.25PDD)	Fire Flow (FF)	Subtotal (DD+.25PDD+FF)
Residential	.263937	.588668	.147167	.18	.591104
Commercial	.002479	.005529	.001382	.30	.303861
Total					.894965 MG

The Tank 4 water storage area has one .5M gallon water tank, and a .15M gallon water tank, to total .650M. This calculation indicates a deficiency of approximately .244965M gallons. A .25M gallon steel tank is therefore the most appropriate size with which to provide proper fire flow and meet water demand.



Introduction

Hidden Valley Lake Community Services District (HVLCSD) has placed a priority on planning and mitigation from natural disaster. In 2020 HVLCSD completed two major strides towards sustainability and resilience. In July a Local Hazard Mitigation Plan was adopted and approved that contained twenty-three different mitigation projects, and in December of that year a new rate structure was adopted to help these projects move forward. Mitigation action plans 4 & 21 of the LHMP are the two specific plans that are represented in this project 4558-398 Defensive Space and Ignition Resistant Construction (DSIRC).

The DSIRC project is specifically designed to reduce both HVLCSD and the community's vulnerability from the damaging effects of wildfire by thinning vegetation according to the guidelines of NFPA 1144, and erecting ignition resistant structures in key locations of HVLCSD's water distribution infrastructure.

The approach to achieving this high level of protection will be phased. Phase 1 will focus on the development of design specifications and plans for the project, and Phase 2 is essentially the physical enactment of Phase I planning.

Each task identified in this Scope of Work has a corresponding task in the Cost Estimate Narrative (Spreadsheet) and DSIRC – Gantt project planner (Work Schedule).

Pre-Award

HVLCSD is a small municipality with limited resources and high wildfire risk. The Notice of Intent, and the DSIRC Subapplication were developed and submitted using internal resources. HVLCSD's project manager has attended HMGP and BCA training, and participated in periodic reviews with CalOES HMA support and FEMA consultants. Previous Hazard Mitigation Grant Program Subapplications have been leveraged to aid in the development of this Subapplication. Costing and scheduling estimates are based on previous engagements with Coastland Civil Engineering, and can be located in the Grant Management Cost framework.

Phase 1

Engineering & Const. Mgmt. Procurement (Cost Estimate Narr. #1, Gantt project planner #1)

Phase 1 will begin with the procurement of a qualified engineering firm. To secure professional services related to construction projects a Request for Proposal (RFP) will developed and submitted in accordance with 2 CFR 200.317 – 327. This RFP will identify three categories of expertise required for contract award, 1) Design Specifications and Plan Set for the three



project areas, 2) Construction Bid Solicitation & Support, and 3) Construction Management¹ & Inspection during the execution of the project. The RFP process will be conducted by the HVLCSD in-house project manager and be completed within three (3) months. Activities during this three-month period are RFP development, submittal, marketing, potential Q&A sessions and on-site walking tour, review and selection of most eligible candidate, award of contract, and notice to proceed.

Design Specifications and Plan Set (Cost Estimate Narr. #2, Gantt project planner #2)

Once the notice to proceed has been issued, the engineering firm (Consultant) will first be tasked with the development of the Design Specifications and Plan Set. Two key elements to comprehensive engineering design and plans are the environmental considerations and geotechnical studies.

- **Environmental Investigations (Cost Estimate Narr. #2.1, Gantt project planner #2.1)**
In accordance with HMA procurement standards, the Consultant will engage the services of an environmental firm experienced in the Environmental and Historic Preservation (EHP) analysis required for this Subapplication. Vegetation thinning plans in the three project areas will be required to comply with EHP such as special status plant or wildlife species in the area.
- **Geotechnical Investigations (Cost Estimate Narr. #2.2, Gantt project planner #2.2)**
A geotechnical study and report will help plan for the Ignition Resistance Construction portion of the project. Water storage tank #4A will require geotechnical investigation to assist in foundation and concrete design. The Consultant will engage the services of a geotechnical firm to help in the development of the Design Specification & Plans. Geotechnical activity during this phase is limited to soil test borings for structural engineering analysis.
- **Final Design Specifications and Plan Set (100%) (Cost Estimate Narr. #2.3, Gantt project planner #2.3)**
Based on the aforementioned analysis, in-house as-built documentation, and HVLCSD staff input, Design and Plans will be prepared. This process will consist of four Design and Plan versions, each one meeting a certain level of completeness. At each stage, the Consultant will meet with HVLCSD to determine correctness and appropriateness of scope. The Consultant is expected to provide a set of design & plans at 30%, 65%, 95%, and Final (100%). The Final Design Specifications and Plan Set will include the engineer's estimate of probable cost.

Phase 2

¹ 7-20-22 Construction Mgmt (CM) determined to be out of scope of DSE RFP. Separate RFP to be filed for CM



Provided the results of the Phase 1 investigations and design reveal project eligibility, technical feasibility, cost effectiveness, and compliance with EHP requirements, phase 2 tasks will begin.

Contract Bid Solicitation and Support (Cost Estimate Narrative #3, Gantt project planner #3)

As per the RFP requirements, the consultant awarded the professional services contract will be tasked with conducting Construction Bid Solicitation and Support. This task is comprised of creating bid documentation and soliciting bids. Both the documentation and solicitation actions will be conducted in accordance with 2 CFR 200.317 – 327.

The Consultant will compose an Invitation For Bid (IFB) for contracted services related to the creation of defensive space and the construction of ignition resistance structures. Based on the comprehensive efforts of the Design and Plans documentation in Phase 1, all improvements to land and structures will be known. The improvements are outlined as follows

- Little Peak project area – Defensive space principles of NFPA 1144 will be applied in this 5.4 acre parcel, surrounding the existing water storage tank.
- Tank 4 project area – An ignition resistant structure will replace the existing water storage tank known as Tank 4#A.
 - A tank demolition plan that specifies all items (tank, vegetation, piping and appurtenances) to be removed.
 - A tank installation plan that specified all items (piping, foundation, tank) to be installed.
 - Electrical plans showing tank controls and telemetry
 - Additional sheets showing structural details of foundation, section, piping and appurtenances.
 - Defensive space principles of NFPA 1144 will be applied in this 5.2 acre parcel, surrounding both water storage tanks.
- Wellfield project area – Ignition resistant structures will be built to surround two wellheads currently exposed to the open air in accordance with Building Code 2016, Chapt 7. (See Section 3. Designs, “California Building Code 2016 Excerpts.pdf”). Defensive space principles of MFPA 1144 will be applied in this 2.5 acre easement, to the extent possible.

Additionally, the Consultant will also prepare written instructions for the work or specifications that, together with the plan set, comprise bid documents that are suitable for public bid. This includes submission requirements, minimum qualifications, mandatory service standards, and required warranties.

Once this bid documentation is complete, the Consultant will continue to support HVLCSD in the Invitation For Bids (IFB) solicitation in accordance with HMA procurement guidelines.



Support expected from the Consultant during bidding is defined as the facilitation of notification, communication, selection and award.

- Notification is further described as advertisement of the IFB in a local newspaper, HVLCSD website, and websites that specialize in construction project sealed bidding.
- Communication is further described as the response to IFB inquiries, scheduling on on-site walk-throughs, and amendments. Once sealed bids have been submitted, the Consultant's communication assistance will extend to the public opening of bids, verification of qualifications, and suggestions of the lowest apparent bidder
- Selection and award is further described as the Consultant's assistance with composing the project staff report to the HVLCSD Board of Directors, documentation of and notification to the selected contractor, the establishment of a contract for services, and the notice to proceed.

Mobilization (Cost Estimate Narrative #4, Gantt project planner #4)

– This includes obtaining permits (if necessary), installing environmental protections, moving equipment and materials to the site, hiring subcontractors, ordering materials, preparing submittals and conducting project administration. It also includes the work to demobilize from the sites and the closing of the project and grant.

Purchase Materials (Cost Estimate Narrative #5, Gantt project planner #5)

- Base rock, pea gravel, steel water storage tank, and materials for the ignition resistant wellhead structures will be ordered at this point in the project. The lead time for delivery of the tank has been incorporated into the duration of this task in the DSIRC Gantt project planner (5 months).

Defensive Space: Immediate Ignition Zone, Cut & Fill (Cost Estimate Narrative #6, Gantt project planner #6)

This is the process of applying defensive space for the Immediate Ignition Zone (0 – 5') at applicable project areas (See Section 14. Supporting Docs, "NFPA – brochure.pdf").

“...the area 0-5' from the furthest attached exterior point.; defined as a non-combustible area.”

“move any flammable material away from wall exteriors...-anything that can burn.”

The Little Peak project area is the only location eligible for this level of vegetation thinning. The immediate ignition zone is not paved but contains no bushes or trees. This area will be made defensible with cut & fill activities. This area calculates to 1020 square feet, or .02 acres, and will require 150 CY of fill.



The Wellfield project area abuts to an access road, and therefore has minimal vegetation. The Tank 4 project area is already paved within the immediate ignition zone.

The bid solicitation will include defensive space principles within the technical specifications section. Contractors, as per their bid proposal, will be apprised and prepared to conduct these tasks.

Defensive Space: Intermediate Ignition zone (Cost Estimate Narr. #7, Gantt project planner #7)

– This is the process of applying defensive space principles to zones that extend 5’ – 30’ from critical infrastructure (See Section 14. Support Docs. “NFPA – Brochure.pdf”).

- Intermediate Zone: “Remove ladder fuels (vegetation under trees) so a surface fire cannot reach the crowns. Prune trees up to six to ten feet from the ground; for shorter trees do not exceed 1/3 of the overall tree height. Space trees to have a minimum of eighteen feet between crowns...Tree and shrubs in this zone should be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape.”

The two larger parcels, Little Peak project area (5.2 acres) and Tank 4 project (5.2 acres) will be considered for intermediate vegetation thinning. The Wellfield project area (2.5 acres) will have minimal vegetation thinning.

The bid solicitation documentation will include defensive space principles within the technical specifications section. Contractors, as per their bid proposal, will be apprised and prepared to conduct these tasks.

Off-hauling (Cost Estimate Narrative #8, Gantt project planner #8)

– Within a month of commencing the Intermediate Ignition Zone work, off-hauling is scheduled to begin. HVLCSD’s debris storage site is located adjacent to the reclamation pond at the Wastewater Treatment Plant. HVLCSD Field Operators will be available to assist with time and trucks to off-haul vegetative debris to the debris storage site. Costs (\$80/hr) reflect this shared activity between contractor and in-house staff. Scheduling (11 months) reflects the incorporation of off-hauling activities for two ignition zones (Intermediate and Extended) within project sites and their timelines.

Defensive Space: Extended Ignition zone (Cost estimate Narr. #9, Gantt project planner #9)

- This is the process of applying defensive space principles to the zone that extends 30’ – 100’ from critical infrastructure where applicable (See Section 14. Support Docs. “NFPA – Brochure.pdf”).



- Extended Zone: “Remove dead plant and tree material. Remove small conifers growing between mature trees. Trees 30-60’ from [structure] should have at least 12’ between canopy tops. Trees 60-100’ from [structure] should have at least 6’ between canopy tops.”

The two larger parcels, Little Peak project area (5.2 acres) and Tank 4 project (5.2 acres) will also be considered for extended vegetation thinning.

The bid solicitation documentation will include defensive space principles within the technical specifications section. Contractors, as per their bid proposal, will be apprised and prepared to conduct these tasks.

Ignition Resistant Construction

Tank 4A

The 150,000 gallon redwood water storage tank known as Tank #4A, will be replaced the non-combustible material of steel, and right-sized.

Piping to Tank 4A, 4B isolation (Cost Estimate Narrative #9, Gantt project planner #9)

– Once defensive space principles have been applied to the water storage area known as the Tank 4 project area, work can begin on the Ignition Resistance Construction portion of the project. Current flow to 4A will be closed, thus isolating Tank 4B as the sole water source for this pressure zone. Pressure reducing valves will be adjusted to accommodate the water demand during the construction process. Water main piping will be extended from the tank to the junction at the street. The depths of main will stay at 40” below grade and will match existing materials of C900 PVC pipe. Exposed water main will be ductile iron. No connections will be made at this time. The Ignition Resistance Construction portion of the project is discrete and distinct from the Defensive Space portion of the project, and therefore many tasks will overlap.

Demolish existing Tank 4A (Cost Estimate Narrative #10, Gantt project planner #10)

– While Defensive Space activities and Ignition Resistant Construction activities may overlap, tank preparation, demolition, and construction must be, by nature, sequential. After Tank 4A has been removed from service, the redwood tank and foundation will be demolished using an excavator and will be removed from the site in 10-wheeler dump trucks. During this time, work will continue on the Defensive Space portion of the project.

New Tank 4A Foundation (Cost Estimate Narrative #11, Gantt project planner #11)



– Once the old Tank 4A has been demolished and removed, a new reinforced concrete ring foundation will be poured and tested for new Tank 4A according to designs developed from Phase 1. During this time, work will continue on the Defensive Space portion of the project.

Tank 4A Construction (Cost Estimate Narrative #12, Gantt project planner #12)

– Once the new Tank4A foundation has been poured and successfully tested, the new Tank 4A will be assembled from pre-coated steel panels onsite. After assembly, the tank coating will be spot-repaired as necessary. Appurtenances will be added such as caged ladders, manways, drains with vortex breaker, vents, and overflow pipes. The tank will be tested for leaks. During this time, work will be finishing up on the Defensive Space portion of the project and is estimated to be complete prior to the completion of tank construction.

New Tank Tie-In (Cost Estimate Narrative #14, Gantt project planner #14)

– Once the new Tank 4A has been constructed, and successfully tested for leaks, water main tie-in will begin. The tank and water piping will be disinfected prior to making the connection to the existing water main piping. After the tie-in, Tank 4A will be in service, and all pressure reducing valves will be adjusted accordingly.

Wellhead Protection

Wellhead Structure Construction (Cost Estimate Narrative #13, Gantt project planner #13)

– As previously mentioned, several tasks of this project may overlap, particularly the separate and distinct tasks of Defensive Space and Ignition Resistant Construction. In the case of Wellhead Structure Construction, the only prerequisite to construction is the development of Defensive Space on this municipal easement, and the timely arrival of materials. The tasks listed here are independent of the Tank 4A construction project, and is listed as occurring concurrently with Tank 4A preparation, demolition, and construction. The construction tasks for wellhead protection do not require piping, demolition, or tie-in. This structure will be built in-place, around existing wellhead infrastructure.

- Well 2 - A metal frame building of the dimensions 6' x 20' with Hardie board siding will be installed at the well site. A metal gable roof with a removable hatch will be installed. The technical specifications will be included in the bid solicitation package, and therefore the Contractor will be apprised and prepared to conduct these tasks.
- Well 4 - A metal frame building of the dimensions 12' x 18' with Hardie board siding will be installed at the well site. A metal gable roof with a removable hatch will be installed. The technical specifications will be included in the bid solicitation package, and therefore the Contractor will be apprised and prepared to conduct these tasks.

Demobilization (Cost Estimate Narrative #4, Gantt project planner #4)



– While included in the mobilization section of the Cost Estimate Narrative and Gantt project planner, actual *demobilization* activities will occur at the completion of the project. This involves final inspection, completion of the final punch-list tasks, and the removal of equipment and supplies from the site.

Project close-out and record drawings (Cost Estimate Narr. #15, Gantt project planner #15)

– While included in the mobilization section of the Cost Estimate Narrative, this task involves completion of project paperwork and records, as well as preparing as-built drawings.

Grant close-out (Gantt project planner #16)

– This involves completing the paperwork and inspections required to complete the project to the satisfaction of FEMA and CalOES. These costs are tracked separately as Grant Management Costs.

Project Management and Construction Management (Gantt project planner #17,18)

– This iterative processes of HVLCSD project management and outsourced construction management are noted here but have continued throughout the progression of the project.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between Hidden Valley Lake Community Services District, hereinafter referred to as DISTRICT, and _____, hereinafter referred to as CONSULTANT, whose address is _____.

RECITALS

WHEREAS, the DISTRICT requires assistance with _____; and

WHEREAS, DISTRICT desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is duly licensed and sufficiently experienced in providing such services and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, DISTRICT wishes to retain CONSULTANT in a contractual capacity, to furnish professional services in connection with the project which is described as:

[INSERT PROJECT NAME]

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

Section I - Basic Services of Consultant

CONSULTANT shall provide for DISTRICT the professional design services described in detail in Exhibit A, Scope of Work, attached hereto and made a part hereof.

Section II - Additional Services of Consultant

If authorized in writing by DISTRICT, CONSULTANT shall furnish additional services which are in addition to basic services. To the extent that the additional services have been identified at the time of executing this Agreement, they are itemized in Exhibit A and will be paid for by DISTRICT as indicated in Section III hereof. As further additional services are requested by DISTRICT, this Agreement may be modified subject to mutual consent by execution of an addendum by authorized representative of both parties, setting forth the additional scope of services to be performed, the performance time schedule, and the compensation for said services.

Section III - Compensation of Consultant

DISTRICT shall compensate CONSULTANT for basic services rendered under Section I, as more particularly described in Exhibit A, in accordance with the terms and conditions indicated in Exhibit B, Compensation; and DISTRICT shall compensate CONSULTANT for additional services rendered under Section II as more particularly described in a fully-approved and executed addendum to this Agreement.

CONSULTANT may submit monthly statements for basic and additional services rendered. Payments to CONSULTANT will be made as DISTRICT is paid by CLIENT under the prime agreement. DISTRICT shall exert reasonable and diligent efforts to collect prompt payment from CLIENT.

Section IV - Indemnification

CONSULTANT agrees to indemnify, defend and hold harmless DISTRICT and its officers, officials, employees and agents from and against any and all liability, loss, damage, claims, expenses, and costs to the extent arising out of the, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in connection with CONSULTANT 's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, excluding liability due to the sole negligence or willful misconduct of DISTRICT. Indemnity provisions under this Agreement are subject to the provisions of Section 2782.8 of the Civil Code.

Section V - Insurance Required

Without in any way limiting CONSULTANT'S liability pursuant to the indemnification described above, CONSULTANT shall maintain, during the term of this standing contract and for a five-year period following completion of the project, the following insurance with companies, and on terms, satisfactory to DISTRICT:

- A. CONSULTANT shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than \$1,000,000.00 per accident. The insurance must be endorsed to waive all rights of subrogation against the DISTRICT and its officials, officers, employees, and volunteers for loss arising from or related to the Services.
- B. Comprehensive General Liability Insurance (bodily injury and property damage), the limits of which shall be not less than the amount specified in the prime agreement or one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) annual aggregate, whichever is greater, and which includes the following supplementary coverages:
 1. Primary contractual liability to cover liability assumed under the contract and Section IV hereinafter;
 2. Broad form property damage liability insurance.
- C. Automobile bodily injury and property damage liability insurance, the limits of which shall not be less than the amount specified in the prime agreement, or one million dollars (\$1,000,000) combined single limit per occurrence, whichever is greater. Such insurance shall extend to owned, non-owned and hired automobiles used by CONSULTANT'S employees, agents or assigns in the performance of this contract.
- D. The insurance policies specified above shall be endorsed to provide the following:

1. Name DISTRICT, their directors, officers, employees and agents as additional insured with respect to the services performed hereunder;
 2. Include a requirement that the insurer provide DISTRICT with a thirty-day written notice prior to the effective date of any cancellation of the insurance, with ten days notice if cancelled for non-payment; and
 3. Contain a waiver of subrogation in favor of the indemnities.
- E. Design Professional Liability Insurance covering negligent acts, errors, or omissions of CONSULTANT, the limits of which shall not be less than the amount specified in the prime agreement or one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate covering errors and omissions .
- F. Before commencing the work hereunder, CONSULTANT shall provide DISTRICT with certificates of insurance or other documentary evidence of the above insurance satisfactory to DISTRICT. For all policies, with respect to the insurance coverage above required, except Workers' Compensation and Design Professional Liability Insurance coverage, CONSULTANT shall obtain additional endorsements naming DISTRICT and CLIENT, named in the prime agreement, their directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of professional services hereunder. Copies of all certificates and notices required hereunder should be mailed to: Hidden Valley Lake Community Services District, 19400 Hartmann Road, Hidden Valley Lake, California 95467.

Section VI - Insurance Required from Subconsultants

Without in any way limiting CONSULTANT'S liability pursuant to the indemnification described above, CONSULTANT shall attempt to obtain from its subconsultants the insurance coverages and endorsements as set forth above.

Section VII - Independent Consultant Status

CONSULTANT shall be an Independent Consultant and shall have responsibility for and control over the details, means, methods and sequence for providing the services under the agreement.

Section VIII - Maintenance and Ownership of Documents

DISTRICT acknowledges that CONSULTANT'S reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional services, not products. Although ownership of such documents normally is retained by CONSULTANT, they nonetheless shall in this instance become property of DISTRICT. DISTRICT recognizes that no such documents should be subject to unauthorized re-use, that is, re-use without written authorization of CONSULTANT to do so. In return for CONSULTANT'S relinquishment of ownership, DISTRICT agrees to waive any claim against CONSULTANT and indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss arising from unauthorized re-use of CONSULTANT'S instruments of service by DISTRICT. DISTRICT further agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, in accordance with CONSULTANT'S prevailing fee schedule and expense reimbursement policy. DISTRICT shall not be responsible to CONSULTANT for any re-use of said instruments of service if such re-use

is without DISTRICT'S prior written consent.

Section IX - Suspension of Work

DISTRICT may, at any time, by ten-day written notice, suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and CONSULTANT shall be paid for services performed and reimbursable expenses prior to the suspension date.

Section X - Termination

This contract may be terminated with or without cause. The District may terminate this Agreement by giving at least 30 days written notice to the CONSULTANT specifying the termination effective date. CONSULTANT may continue performance of the services through the date of termination.

With Cause: If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, District may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the District shall deduct from such amount the amount of damages, if any, sustained by District by virtue of the breach of the Agreement by consultant.

Without Cause: In the event this Agreement is terminated by District without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

Upon termination of this Agreement with or without cause, Consultant shall turn over to the District Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subconsultants, if any, or given to Consultant or its subconsultants, if any, in connection with this Agreement. Such materials shall become the permanent property of the District. Consultant, however, shall not be liable for the District's use of incomplete materials nor for the District's use of complete documents if used for other than the project contemplated by this Agreement.

Section XI - Compliance with Law

DISTRICT and CONSULTANT will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder which, to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

Section XII - Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by CONSULTANT without written consent of DISTRICT.

Section XIII - Disputes

All disputes relating to the Contract shall be resolved by the following procedures:

- a. **Mediation.** The parties shall first participate in non-binding mediation of any dispute arising under this Contract (whether contract, tort, or otherwise), as provided hereafter:
 1. The party desiring mediation shall first give written notice thereof to the other party to this Contract, specifying the dispute to be mediated.
 2. The mediation shall be held in Hidden Valley Lake, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted according to and a mediator chosen pursuant to the rules of the American Arbitration Association.
 3. At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to bind the party. If a subsequent dispute will involve third parties, such as insurers or subconsultants, they shall also be asked to participate in the mediation.
 4. If a party hereto has participated in the mediation and is dissatisfied with the outcome, that party may either invoke the arbitration provision XIII(b) of this Contract by giving written notice thereof to all other parties hereto no later than thirty (30) days after the mediation decision has been completed, or such party may file legal action covering such dispute.
- b. **Binding Arbitration.** All disputes covered by the Paragraph XIII and not resolved by non-binding mediation may be resolved by mutual Contract of the parties by binding arbitration before the American Arbitration Association's local office with the hearing locale to be in Santa Rosa, California, or such other location as the parties shall mutually agree. To initiate such binding arbitration, one party shall give the other party written notice of its intent to do so, and the other party shall have fifteen (15) days after receipt of such notice in which to provide its written consent to such binding arbitration. If the other party does not provide its written consent within such fifteen (15) day period or declines in writing to provide such consent prior to the end of such fifteen (15) day period, or if neither party has sent a notice of intent to initiate binding arbitration, either party shall be free thereafter to initiate legal action against the other party relating to the subject matter of the dispute. Copies of all documents to be used at the arbitration hearing shall be furnished to the other party no later than thirty (30) days prior to the hearing or the documents shall be barred. The arbitration award shall be enforceable in any court having jurisdiction without the mutual consent of the parties.

Section XIV - Attorney Fees

In the event of legal action by one party against the other relating to the Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs as allowed by the Court.

Section XV – Non-Discrimination Clause

During the performance of this contract, CONSULTANT agrees as follows:

- (1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant 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 consultant 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.

- (2) The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The consultant 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 consultant's legal duty to furnish information.
- (4) The consultant 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 consultant's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The consultant 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.
- (6) The consultant 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) In the event of the consultant'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 consultant 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 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.
- (8) The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subconsultant or vendor. The consultant 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 consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section XVI – Access to Records

Records of CONSULTANT'S direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to DISTRICT if and as required by the prime Agreement.

CONSULTANT agrees to provide DISTRICT, the FEMA Administrator, the Comptroller General

of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, the DISTRICT and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Section XVII - Waiver by Non-Complying Performance

Any failure to require strict compliance with any provisions of this Agreement shall not be a waiver of strict compliance with regard to subsequent performance of such provision.

Section XVIII - Miscellaneous Provisions

This Agreement is subject to the following special provisions:

- A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.
- B. This Agreement shall be interpreted as though prepared by both parties.
- C. Any provision of this Agreement held to violate any law shall not invalidate the remainder of this Agreement.
- D. This Agreement shall be interpreted under the laws of the State of California. Jurisdiction and venue of any action filed pertaining to this Agreement shall be in Lake County, California.
- E. This Agreement comprises a final and complete repository of the understandings between the parties. It supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.

Section XIX – Conflict of Interest Prohibition

CONSULTANT may employ no DISTRICT official, officer or employee in the performance of the services. No official, officer, employee or consultant of District may have any financial interest in this Agreement in violation of California Government Code Section 1090 and following. DISTRICT and CONSULTANT will comply with the requirements of the DISTRICT's Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following and any other ethics laws applicable to the performance of the services and/or this Agreement.

CONSULTANT hereby covenants that it has, at the time of the execution of this Agreement, no interest, direct or indirect, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.

Section XX – Suspension and Disbarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CONSULTANT is required to verify that none of the CONSULTANT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

CONSULTANT must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by DISTRICT. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. 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. The CONSULTANT agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section XXI – Byrd Anti-Lobbying Clause

Consultants who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above 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 obtaining 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Section XXII – Procurement of Recovered Materials

In the performance of this contract, the Consultant 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 Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Section XXIII – Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

Section XXIV – Federal Funding Requirements

CONSULTANT will comply with all Federal regulations listed in Exhibit C, Federal Funding Requirements.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

HIDDEN VALLEY LAKE
COMMUNITY SERVICES DISTRICT

CONSULTANT
[CONSULTANT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 19400 Hartmann Road
Hidden Valley Lake, CA 95467

Address: _____

Telephone: (707) 987-9201

Telephone: _____

FAX: (707) 987-3237

FAX: _____

Exhibit "A"
SCOPE OF WORK

[INSERT SCOPE OF WORK HERE]

**Exhibit "B"
Compensation**

[INSERT PAYMENT TERMS HERE]

Exhibit "C"
Federal Funding Requirements

In pursuance of this contract, Consultant shall comply with the following Federal funding requirements and include them as appropriate in all work products defined within this agreement:

Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.5

(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 consultant 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 consultant and its subconsultants 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:

 - (B) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (C) The classification is utilized in the area by the construction industry; and
 - (D) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (E) If the consultant 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.
 - (F) In the event the consultant, 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.
 - (G) 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 consultant 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 consultant does not make payments to a trustee or other third person, the consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) **Withholding.** The (write in name of Federal Agency or the loan or grant recipient) 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 consultant under this

contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, 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 consultant or any subconsultant 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 (Agency) may, after written notice to the consultant, 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 consultant 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 consultant 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. Consultants 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 consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the consultant will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). 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 consultant is responsible for the submission of copies of payrolls by all subconsultants. Consultants and subconsultants shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the consultant will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the consultant, 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 consultant to require a subconsultant to provide addresses and social security numbers to the prime consultant 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 consultant or subconsultant 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 consultant or subconsultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The consultant or subconsultant shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or

transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the consultant or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, 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 consultant 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 consultant 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 consultant's or subconsultant'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 consultant 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 consultant 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 consultant shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.
- (6) **Subcontracts.** The consultant or subconsultant shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through [\(10\)](#) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant 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 consultant and a subconsultant 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 consultant (or any of its subconsultants) 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 consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the consultant'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](#).

Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3.

- (1) *Consultant.* The consultant shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (2) *Subcontracts.* The consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.
- (3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a consultant and subconsultant as provided in 29 C.F.R. § 5.12.

Compliance with Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702 and 3704), as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

- (1) *Overtime requirements.* No consultant or subconsultant 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 consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant 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.* The 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 consultant or subconsultant under any such contract or any other federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

- (a) This contract provision outlines the rules governing the ownership of inventions created using federal funds. If CONSULTANT enters into any contract involving performance of experimental, developmental, or research work under that funding agreement, then the CONSULTANT must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

Clean Air Act (42 U.S.C. §§ 7401-7671q.)

- (a) The CONSULTANT 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.*
- (b) The CONSULTANT agrees to report each violation to the DISTRICT and understands and agrees that the DISTRICT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (c) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).

- (a) The CONSULTANT 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.
- (b) The CONSULTANT agrees to report each violation to DISTRICT and understands and agrees that the DISTRICT will, in turn, report each violation as required to assure notification to the Cal-OES, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (c) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Procurement of Recovered Materials (Section 6002 of the Solid Waste Disposal Act)

DHS Seal, Logo, and Flags

- (a) CONSULTANT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. CONSULTANT shall include this provision in any subcontracts.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

- (a) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government or Cal OES

- (a) The federal government and Cal OES are not parties to this contract and are not subject to any obligations or liabilities to DISTRICT, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

- (a) CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

Affirmative Socioeconomic Steps

- (a) If subcontracts are to be let, CONSULTANT 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.

License and Delivery of Works Subject to Copyright and Data Rights

- (a) CONSULTANT grants to the DISTRICT, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract 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 CONSULTANT will identify such data and grant to the DISTRICT or acquires 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 contract, the Consultant will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the DISTRICT.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *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 (iii) of this clause applies, the consultant and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency 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 consultants from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (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:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. 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 the consultant 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 the consultant is notified of such by a subconsultant at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant 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 consultant 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*. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preferences for Procurements

- (a) As appropriate, and to the extent consistent with law, the consultant 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.
- (b) For purposes of this clause:
 - (1) 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.
 - (2) 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.



Little Peak





Tank 4





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