

Hidden Valley Lake
Community Services District



Issued: Friday, June 3, 2022

Request for Proposals

Planning, Engineering and Design for the Water Storage
Reliability Project

Submission Deadline: 2pm, Friday, July 1, 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 Water Storage Reliability Project. Water reliability for both public demand and fire-flow are paramount to maintaining the health and safety of the Hidden Valley Lake residents. This project involves the demolition of the existing 150,000-gallon redwood water storage tank (also known as the Unit 9 Tank), and the construction of 2(two) 250,000 gallons steel bolted water tanks (Tank 9a and 9b).

Background

In the late 1960s, the Boise-Cascade Corporation developed the Hidden Valley Lake planned community. It was during this development period that 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 creating resiliency in this wildland urban interface (WUI) zone.

The 150,000-gallon Unit 9 tank is the only water storage tank serving Zone 9 of the District. The HVLCSO Water Master Plan Update (2001) identified a water storage deficiency in Zone 9 and recommended 500,000 gallons of storage for the zone. In 2019, District staff updated the calculations provided in the Water Master Plan Update to determine the appropriate capacity of the replacement tank(s) to provide adequate fire flow under existing development conditions. The maximum water surface elevation for the proposed tanks will match that of the existing tank. Proposed tank volumes, dimensions and elevations are included in the Tank Sizing Memo (attached).

In 2019, the District conducted a site topographic survey and prepared preliminary plans for the phased replacement of the existing tank with two (2) 250,000-gallon tanks. Preliminary site plans include the tanks, improved access road, retaining walls and fencing, a 100-foot defensible space (for fire protection), and the location of the existing Unit 9 pump station (which is to remain). The proposed lot line adjustment shown in the plan has since been superseded with a permanent easement which will need to be revised after the design has been finalized. The locations of existing utilities shown on the preliminary plans are approximate and need to be verified. The preliminary plans are attached.

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 design and construction funding for the project.

Environmental planners conducted biological and cultural investigations. CEQA environmental documentation for the project was completed in 2021, and a Notice of Exemption was filed with the State.

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 (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 previous investigation and survey results to effectively plan and design the construction project
- The Consultant should review the preliminary site design (attached). Constraints identified in this design are steep slopes, the location of the existing pump station (to remain), and the water supply vulnerability that a single tank poses to construction planning, regular maintenance, and daily demand.
- The Consultant should define and prepare a revised utility easement for the expanded tank site.
- 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 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 drawing 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 water storage system, including:

- 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 location of retaining walls, if necessary, the expanded pad, and drainage features that will convey stormwater to existing drainage channels
 - A site plan that shows the extent of paving for a new access road around the tanks and the location of new fencing.
 - A vegetation maintenance plan that shows the extent of vegetation clearing and pruning for maintaining the defensible space around the tank.
 - A retaining wall and foundation plan that shows a reinforced-concrete ring foundation for the tank, and the retaining walls.
 - 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 retaining walls and foundation, sections, details for fencing, piping, and tank appurtenances.
- 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

Developed (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 a grading permit and building permit 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, July 1, 2022 please submit an electronic copy of the proposal in PDF to Alyssa Gordon(agordon@hvlcsd.org) with the following subject line: RFP Response - Water Storage Reliability 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 Friday June 17, 2022

RFP Schedule

Advertisement of RFP	Friday June 3, 2022, 2PM PDT
Field walk-through (optional)	Friday June 10, 2022, 10AM PDT
Deadline for questions	Friday June 17, 2022, EOB PDT
Deadline for District responses	Wednesday June 22, 2022, EOB PDT
Deadline for RFP submittal	Friday July 1, 2022, 2PM PDT
District Proposal review	Ends Friday July 15, 2022, EOB PDT
Award of contract	Wednesday July 20, 2022

Selection Process

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.

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 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. Tank Sizing Memo, Coastland Civil Engineers, 2019.
2. Preliminary Plans, HVLCSO Water System Storage Reliability Project, 2019 (Sheets 1-7)
3. Professional Services Agreement



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

Memorandum

Date: January 30, 2019

To: Alyssa Gordon
Hidden Valley Lake CSD
19400 Hartmann Road
Hidden Valley Lake, CA 95467-8371

From: Jenny Melman, P.E.

Subject: **Tank Sizing Memo**
FEMA HMGP Sub-Application
Water System Storage Reliability

Hidden Valley Lake Community Services District (District) is preparing a sub-application to FEMA through its Hazard Mitigation Grant Program to improve their water system storage reliability. Their proposed project is the replacement of the Unit 9 water storage tank. The purpose of the project is to reduce the risk of damage or loss of the District's critical water storage facilities during a wildfire. Coastland is assisting the District in the preparation of this application.

This memorandum provides engineering calculations that conclude that the proper sizing of the replacement water storage tank is 0.5 million gallons (MG). The engineering methods and calculations are described below.

Existing Unit 9 Storage Tank

The existing Unit 9 water storage tank is the District's only water storage facility within the Zone 9 pressure zone. It is a 150,000-gallon (0.15 MG) redwood tank built in 1968. The tank is located on lot APN-142-363-23, on Eagle Rock Rd.

Pressure Zone Interconnections

There are four primary pressure zones within Hidden Valley Lake, known as Little Peak, Zone 9, Zone 4, and Zone 1, listed from highest to lowest elevation. The Little Peak zone is fed solely from the Unit 9 tank via a booster pump station adjacent to the Unit 9 tank. Little Peak's 0.5 MG tank provides additional water storage to Zone 9 because the zones are interconnected by pressure reducing valves (PRVs) and altitude valves. However, if the Unit 9 tank was lost during a fire, the residents of both Zone 9 and Little Peak would be without water.

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Dr., Suite 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333
www.coastlandcivil.com

Tank Sizing Criteria

The proposed tank was sized according to the formula used in the District's Water Master Plan Update (2001 Master Plan), as prepared by Winzler & Kelly, dated June, 2001:

$$\text{Required storage} = \text{Average day demand} + 25\% \text{ Peak day demand} + \text{Fire flow (2-hr duration)}$$

Average Day Demand and Peak Day Demand

Average Day Demand and Peak Day Demand values were updated from those presented in the 2001 Master Plan based on the increased number of service connections since 2001. For these calculations, it is assumed that the average rate of water use per service connection hasn't changed significantly since 2001.

The 2001 Master Plan calculated Average Day Demand and Peak Day Demand by evaluating water use records for each pressure zone. Their results are shown in Columns A-C of Table 1.

Table 1. Average Day and Peak Day Demand from 2001 Master Plan

Pressure Zone	Number of Service Connections in 2001 [A]	2001 Average Day Demand (MG) [B]	2001 Peak Day Demand (MG) [C]	Average Day Demand per Service Connection [D] = [B]/[A]	Peak Day Demand per Service Connection [E] = [C]/[A]
Zone 9	511	0.187	0.355	0.000366	0.000695

The average daily demand *per connection* was calculated by dividing (2001 Average Day Demand) by (Number of Service Connections in 2001). Likewise, the peak daily demand per connection was calculated by dividing (2001 peak Day Demand) by (Number of Service Connections in 2001). The back-calculated values are shown in Columns D and E in Table 1 above.

To determine the 2018 Average Day Demand, the (Number of Service Connections in 2018) was multiplied by (Average Day Demand per Service Connection). Likewise, the 2018 Peak Day Demand was obtained by multiplying the (Number of Service Connections in 2018) by (Peak Day Demand per Service Connection). The updated values for 2018 are shown in Table 2.

Table 2. 2018 Average Day and Peak Day Demand

Pressure Zone	Number of Service Connections in 2018 [A]	Average Day Demand per Service Connection [B]	Peak Day Demand per Service Connection [C]	2018 Average Day Demand (MG) [D] = [B]*[A]	2018 Peak Day Demand (MG) [E] = [C]*[A]
Zone 9	814	0.000366	0.000695	0.298	0.566

Water Storage Requirements

As mentioned above, water storage requirements were calculated by the following formula:

$$\text{Required storage} = \text{Average day demand} + 25\% \text{ Peak day demand} + \text{Fire flow (2-hr duration)}$$



Average day demand and Peak day demand were calculated in the section above. Fire flow requirements were determined in the 2001 Master Plan by using the Insurance Services Office's Fire Suppression Rating Schedule and information provided by the South Lake Fire Department. Fire flow requirements were determined to be 1,500 gallons per minute (gpm) for a two-hour duration (equivalent to 180,000 gallons or 0.18 MG).

For the Unit 9 tank, the required storage is calculated in Table 3.

Table 3. Unit 9 Tank Water Storage Calculation

Pressure Zone	2018 Average Day Demand (MG) [A]	2018 Peak Day Demand (MG) [B]	25% of 2018 Peak Day Demand (MG) [C] = 0.25*[B]	Fire Flow (2-hr duration) (MG) [D]	Unit 9 Storage Requirement (MG) [E]=[A]*[C]*[D]
Zone 9	0.298	0.566	0.142	0.18	0.62

The water storage calculation in Table 3 is conservative because it does not account for the water that would transfer by gravity from the higher Little Peak zone to Zone 9 through PRVs and altitude valves during fire flows. As stated in the 2001 Master Plan:

"...Therefore, it is reasonable to assume that the higher zones may transfer water to the lower zones at the following rates:

- Little Peak to Zone 9: 1,000 gpm – equivalent to 0.12 MG for a 2-hour fire flow

Therefore, the size of the proposed Unit 9 tank may be reduced by the volume of water readily available from the higher zone. The calculated Unit 9 storage requirement of 0.62 MGD (from Table 3, Column E) may be reasonably reduced by 0.12 MG, to 0.5 MG.

Existing Unit 9 Tank Sizing

The existing Unit 9 water tank is undersized for current water storage needs. The existing capacity is 150,000 gallons (0.15 MG), which is only 30% of the 0.5 MG current water storage needs, as calculated above.

Proposed Tank Maximum Water Surface Elevation

The existing Unit 9 Tank has a maximum water surface elevation (WSE) of (elev. 1624.9), which is 19 feet above the existing tank floor (elev. 1605.9). It is critical that the proposed tank be designed with the same maximum water surface elevation in order to maintain pressure consistency within the pressure zone as well as to maintain the existing discharge-head operating point for the booster pumps that supply the Unit 9 Tank.

Tanks 9A and 9B: (2) 250,000 Gallon Bolted Steel Tanks

The most cost-effective design solution, based on many iterations of one or two tanks in different locations, was determined to be two tanks, one on either side of the existing tank. There are two important advantages of having two tanks rather than one. The first is that it allows the existing tank to remain in service while the first tank is constructed (this was difficult to provide with the one tank solutions because of site limitations). This eliminates the need for a temporary water supply reservoir which would have been difficult and expensive to implement based on limited amount of flat land at the appropriate elevation. The second advantage is ease



of maintenance because when there are two tanks in a zone, one can easily be taken out of service for maintenance or inspection.

Using Standard Tank Sizes (from Superior Tank, attached) to provide 250,000 gallons of usable storage:

Diameter = 44'-6 ³/₄" = 44.56 ft (from standard bolted tank capacities table)

Radius = 44.56/2 = 22.28 ft

Tank XS Area = 3.14*(22.28)² = 1559.48 sf

Calculate height, given volume.

Volume of 250,000 gallons in cf: 250,000gal/7.48 gal/cf = 33,422 cf

Height = Volume/XS Area = 33,422cf/1559.48 = 21.43 ft or taller

Pad elev = 1624.9 – 21.4 = 1603.5 ft

Tanks 9A and 9B will have pad elevations of 1603.5 feet and maximum water surfaces of 1624.9 feet.

Standard tank height = 24'-1 ¹/₂" = 24.125 ft

Top of Tank = 1603.5 + 24.125 = 1627.625 ft





STANDARD BOLTED TANK CAPACITIES

TANK		HEIGHTS															
		feet	meters	feet	meters	feet	meters	feet	meters	feet	meters	feet	meters	feet	meters		
DIAMETERS (FEET)	DIAMETERS (METERS)	8'-1/2"	2.451	16'-1"	4.901	24'-1 1/2"	7.353	32'-2"	9.805	40'-2 1/2"	12.255	48'-3"	14.707	56'-3 1/2"	17.158	64'-4"	19.609
9'-2 3/4	2.813	4,023	15	8,047	30	12,073	46	16,097	61	20,121	76	24,145	91	28,169	107	32,193	122
12'-3 11/16"	3.751	7,155	27	14,309	54	21,468	81	28,624	108	35,780	135	42,936	163	50,092	190	57,248	217
15'-4 5/8	4.690	11,181	42	22,362	85	33,549	127	44,733	169	55,915	212	67,099	254	78,282	296	89,464	339
17'-2 1/4"	5.239	13,955	53	27,910	106	41,874	159	55,832	211	69,789	264	83,747	317	97,705	370	111,662	423
18'-5 9/16"	5.628	16,104	61	32,208	122	48,322	183	64,429	244	80,535	305	96,643	366	112,751	427	128,857	488
21'-6 1/2"	6.567	21,920	83	43,841	166	65,775	249	87,701	332	109,624	415	131,550	498	153,476	581	175,399	664
23'-9 3/16"	7.244	26,679	101	53,359	202	80,055	303	106,741	404	133,424	505	160,110	606	186,796	707	213,478	808
25'-9 3/8"	7.859	31,396	119	62,792	238	94,208	357	125,612	476	157,012	595	188,416	713	219,820	832	251,220	951
26'-8 15/16"	8.153	33,788	128	67,576	256	101,385	384	135,182	512	168,974	640	202,770	768	236,567	896	270,359	1024
29'-8 5/8"	9.059	41,720	158	83,440	316	125,186	474	166,917	632	208,642	790	250,373	948	292,103	1106	333,829	1264
32'-8 3/16"	9.962	50,454	191	100,908	382	151,393	573	201,860	764	252,320	955	302,786	1146	353,253	1337	403,713	1528
34'-2"	10.415	55,143	209	110,286	418	165,464	626	220,620	835	275,770	1044	330,927	1253	386,084	1462	441,234	1671
38'-7 5/8"	11.777	70,508	267	141,016	534	211,568	801	282,094	1068	352,611	1335	423,137	1602	493,662	1869	564,179	2136
40'-1 5/16"	12.226	75,991	288	151,982	575	228,020	863	304,030	1151	380,030	1439	456,040	1727	532,049	2014	608,050	2302
41'-7 1/8"	12.679	81,722	309	163,444	619	245,217	928	326,959	1238	408,691	1547	490,434	1857	572,176	2166	653,908	2476
44' - 6 3/4"	13.586	93,820	355	187,640	710	281,459	1065	375,280	1421	469,100	1776	562,920	2131	656,740	2486	750,560	2841
47'-6 3/8"	14.488	106,716	404	213,433	808	320,216	1212	426,959	1616	533,689	2020	640,432	2424	747,175	2829	853,904	3233
50'-6 1/16"	15.395	120,489	456	240,977	912	361,541	1369	482,060	1825	602,563	2281	723,082	2738	843,601	3194		
54'-11 3/4"	16.759	142,781	541	285,563	1081	428,433	1622	571,249	2163	714,048	2703	856,865	3244				
59'-5"	18.111	166,763	631	333,525	1263	500,392	1894	667,196	2526	833,980	3157	1,000,784	3789				
65'-4 5/16"	19.922	202,403	764	404,805	1528	607,334	2292	809,787	3056	1,012,215	3820						
72'-9 7/16"	22.186	250,250	947	500,499	1895	750,904	2843	1,001,216	3790	1,251,497	4738						
74'-3 1/4"	22.639	260,565	986	521,130	1973	781,857	2960	1,042,487	3947	1,303,084	4933						
80'-2 9/16"	24.450	303,933	1151	607,866	2301	911,988	3452	1,215,997	4603								
86'-1 7/8"	26.261	350,630	1327	701,259	2655	1,052,107	3983	1,402,824	5311								
92'-1 3/16"	28.073	400,671	1517	801,341	3034	1,202,261	4551										
95' - 0 3/16"	28.956	426,994	1616	853,988	3233	1,280,981	4849										
103'-11 3/4"	31.676	510,776	1933	1,021,551	3867	1,532,327	5800										
124'-9 5/16"	38.033	735,427	2784	1,470,854	5568	2,206,739	8354										

US Gallons Cubic Meters US Gallons Cubic Meters

• Other Tank Configurations Available Upon Request

Please note: this chart is for reference only. Soil investigation, foundation design, freeboard requirements, wind loads, deck loads, seismic loads and liquid weight are factors that can impact your overall tank design.

Superior Tank Co., Inc.
 9500 Lucas Ranch Road
 Rancho Cucamonga, California 91730 • (909) 912-0580 • FAX: (909) 912-0585
<http://www.superiortank.com> | sales@superiortank.com

ORIGINAL PLOT DATE: 09/15/2018

PRELIMINARY PLANS FOR :

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT WATER SYSTEM STORAGE RELIABILITY PROJECT

APRIL 2019

HIDDEN VALLEY LAKE
LAKE COUNTY, CALIFORNIA

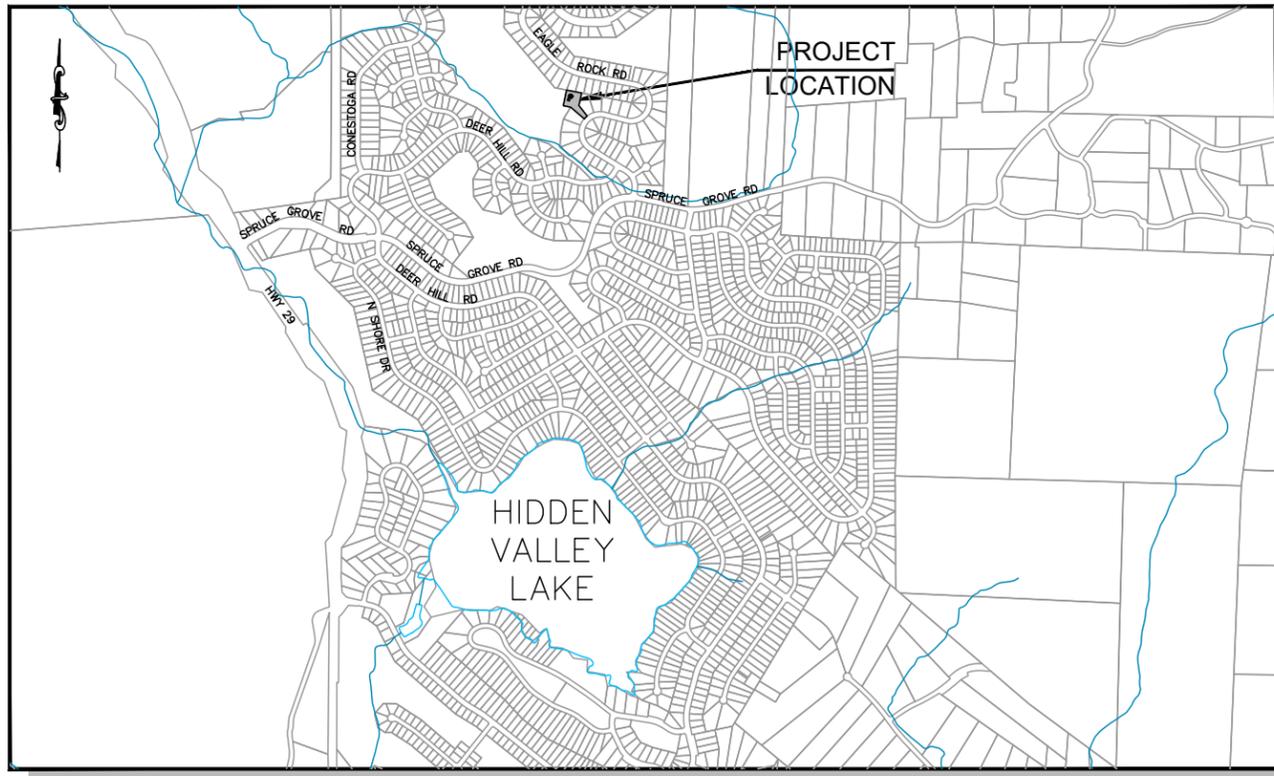
FOR USE IN CONJUNCTION WITH :
CALTRANS STANDARD SPECIFICATIONS DATED 2015
CALTRANS STANDARD PLANS DATED 2015

FOR REDUCED PLANS, THE
ORIGINAL SCALE IS IN INCHES

3
2
1
0



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

SHEET INDEX

- | No. | Sheet Title |
|-----|--|
| 1 | TITLE SHEET |
| 2 | LEGEND & ABBREVIATIONS |
| 3 | PROJECT AREA, STAGING AREAS & PROPOSED LOT LINE ADJUSTMENT |
| 4 | SITE PLAN - PHASE 1 |
| 5 | SITE PLAN - PHASE 2 |
| 6 | TANK SECTIONS - PHASE 1 & 2 |
| 7 | DEFENSIBLE SPACE PLAN |

Images: Xref: Caltrans B-maps.dwg; COE-ENGINEERS STAMPS-COVER.dwg; COE-ENGINEERS STAMPS-PLAN.dwg
Path: F:\Cal 30 Projects\994013\JMS\994013.dwg Layout Name: SH 1 Plot Date: Apr 15, 2019 at 11:39



Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

**PRELIMINARY
NOT FOR
CONSTRUCTION**

JENNIFER A. MELMAN, RCE C62260 DATE



PROJECT NUMBER 99-4013
DRAWING DATE APRIL 2019
DRAWING NUMBER 1 OF 7

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT WATER SYSTEM STORAGE RELIABILITY PROJECT

ORIGINAL PLOT DATE:

FOR REDUCED PLANS, THE 0 ORIGINAL SCALE IS IN INCHES

Images: Xref: Calypso B-mso.dwg; COE-ENGINEERS STAMPS-COVER.dwg; COE-ENGINEERS STAMPS-PLAN.dwg
Path: F:\Cal 30 Projects\944013\944013.dwg Layout Name: S1 2 Plot Date: Apr 15, 2019 at 11:39

LEGEND

DESCRIPTION OF LINETYPE	PROPOSED	EXISTING
PROPERTY LINE	---	---
EASEMENT	---	---
FLOWLINE	---	---
CENTERLINE/CONTROL LINE	---	---
CHAIN LINK FENCE	---o---o---o---	---o---o---o---
WOOD FENCE	---x---x---x---	---x---x---x---
WIRE FENCE	---x---x---x---	---x---x---x---
WATER MAIN PIPE	---	---
SANITARY SEWER PIPE	---	---
STORM DRAIN PIPE	---	---
GAS LINE	---	---
TELEPHONE LINE/CONDUIT	---	---
ELECTRICAL LINE/CONDUIT	---	---
OVERHEAD UTILITY	---	---

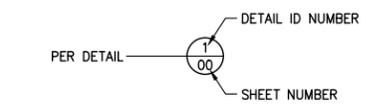
DESCRIPTION OF SYMBOL	PROPOSED	EXISTING
CONCRETE	[Pattern]	[Pattern]
ASPHALT CONCRETE	[Pattern]	[Pattern]
ROCK SLOPE PROTECTION	[Pattern]	[Pattern]
WATER MAIN GATE VALVE	[Symbol]	[Symbol]
WATER MAIN BLOWOFF	[Symbol]	[Symbol]
WATER METER	[Symbol]	[Symbol]
FIRE HYDRANT	[Symbol]	[Symbol]
BACKFLOW PREVENTER	[Symbol]	[Symbol]
SANITARY SEWER MANHOLE	[Symbol]	[Symbol]
SANITARY SEWER CLEANOUT	[Symbol]	[Symbol]
STORM DRAIN MANHOLE	[Symbol]	[Symbol]
STORM DRAIN CURB INLET/CATCH BASIN	[Symbol]	[Symbol]
STORM DRAIN DROP INLET (TOP OPENING)	[Symbol]	[Symbol]
STORM DRAIN DROP INLET (SIDE OPENING)	[Symbol]	[Symbol]
STREET LIGHT	[Symbol]	[Symbol]
TREE AND DRIP LINE	N/A	[Symbol]
SURVEY CONTROL POINT	N/A	[Symbol]
JOINT UTILITY POLE	[Symbol]	[Symbol]
ADDRESS	N/A	[Symbol]

ABBREVIATIONS

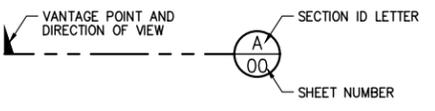
AC	ASPHALT CONCRETE	OH	OVERHEAD UTILITY
AB	AGGREGATE BASE	PB	PULL BOX
ACP	ASBESTOS CEMENT PIPE	PC	POINT OF CURVATURE
A.P.N.	ASSESSORS PARCEL NUMBER	PCC	POINT OF COMPOUND CURVE
A.R.V.	AIR RELEASE VALVE	PED	PEDESTRIAN
BC	BEGIN CURVE	PI	POINT OF INTERSECTION
BFP	BACK FLOW PREVENTER	PL	PROPERTY LINE
BO	BLOWOFF	PVC	POLY VINYL CHLORIDE
BRC	BEGIN REVERSE CURVE	PVI	POINT OF VERTICAL INTERSECTION
BSW	BACK OF SIDEWALK	PRV	PRESSURE REDUCING VALVE
BWV	BACKWATER VALVE	R	RADIUS
BVC	BEGIN VERTICAL CURVE	R.C.	RELATIVE COMPACTION
CB	CATCH BASIN	RCP	REINFORCED CONCRETE PIPE
C&G	CURB & GUTTER	RET	RETAINING
CI	CAST IRON	RPB	REDUCED PRESSURE BACKFLOW PREVENTER
CLC	CENTERLINE	R&R	REMOVE & REPLACE
CMP	CONTROL LINE COORDINATE	RT.	RIGHT
CO	CLEANOUT	RW	RECLAIMED WATER
CONC	CONCRETE	R/W	RIGHT-OF-WAY
CP	CONTROL POINT	S	SLOPE
CR	CURB RETURN	SD	STORM DRAIN
CSP	CORRUGATED STEEL PIPE	SDE	STORM DRAIN EASEMENT
CV	CHECK VALVE	SDMH	STORM DRAIN MANHOLE
DET.	DETECTOR	SL	STREET LIGHT
DI	DROP INLET	SS	SANITARY SEWER
DIP	DUCTILE IRON PIPE	SSE	SANITARY SEWER EASEMENT
DWY	DRIVEWAY	SS LAT	SANITARY SEWER LATERAL
E	ELECTRICAL, ELECTRICAL CONDUIT	SSMH	SANITARY SEWER MANHOLE
EC	END CURVE	SSCO	SANITARY SEWER CLEANOUT
EG	EXISTING GRADE	STA	STATION
ELEC	ELECTRIC	STL	STEEL PIPE
EL. ELEV	ELEVATION	STD	STANDARD
EP	EDGE OF PAVEMENT	TB	TOP OF BANK
EVC	END VERTICAL CURVE	TBD	TO BE DETERMINED
EX.(E)	EXISTING	TC	TOP OF CURB
FBG	FEET BELOW GRADE	TCE	TEMPORARY CONSTRUCTION EASEMENT
FC	FACE OF CURB	TEL	TELEPHONE
FG	FINISHED GRADE	TG	TOP OF GRATE
FL	FLOW LINE	TOE	TOE OF SLOPE
FS	FINISH SURFACE	TOP	TOP OF PIPE
FSW	FRONT OF SIDEWALK	TP	TELEPHONE POLE
G	GAS	TS	TRAFFIC SIGNAL
GB	GRADE BREAK	TW	TOP OF WALL
G SER	GAS SERVICE	TYP.	TYPICAL
GV	GATE VALVE	U	UNDERGROUND UTILITY
HDPE	HIGH DENSITY POLYETHYLENE	UG	UNDERGROUND
HP	HIGH POINT	UPC	UNIFORM PLUMBING CODE
IC	INTERCONNECT	UTIL	UTILITY
IG	INVERT GRADE	VC	VERTICAL CURVE
INV	INVERT GRADE	VIF	VERIFY IN FIELD
IP	IRON PIPE	VLT	VAULT
JP	JOINT POLE	VAR.	VARIES
JT	JOINT TRENCH	W, WTR	WATER, WATER MAIN
LAT	SANITARY SEWER LATERAL	WM	WATER MAIN
LF	LINEAR FEET	WS	WATER SERVICE
LG	LIP OF GUTTER	W SER	WATER SERVICE
LT	LEFT	WV	WATER VALVE
MB	MAILBOX	< PT	ANGLE POINT
MH	MANHOLE		
OG	ORIGINAL GROUND		
OD	OUTSIDE DIMENSION		

DETAIL AND SECTION CALLOUTS

DETAILS:



SECTIONS:



PREPARED UNDER THE DIRECTION OF
JENNIFER A. MELMAN, RCE C62260 DATE: _____
 DESIGNED BY: JAM
 DRAWN BY: WJK
 REVIEWED BY: J.L.W.

Coastland Civil Engineering, Inc.
 1400 Nectomas Avenue, Santa Rosa, CA 95405
 707.571.8005

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
 WATER SYSTEM STORAGE RELIABILITY PROJECT
 HIDDEN VALLEY LAKE, CALIFORNIA

LEGEND & ABBREVIATIONS

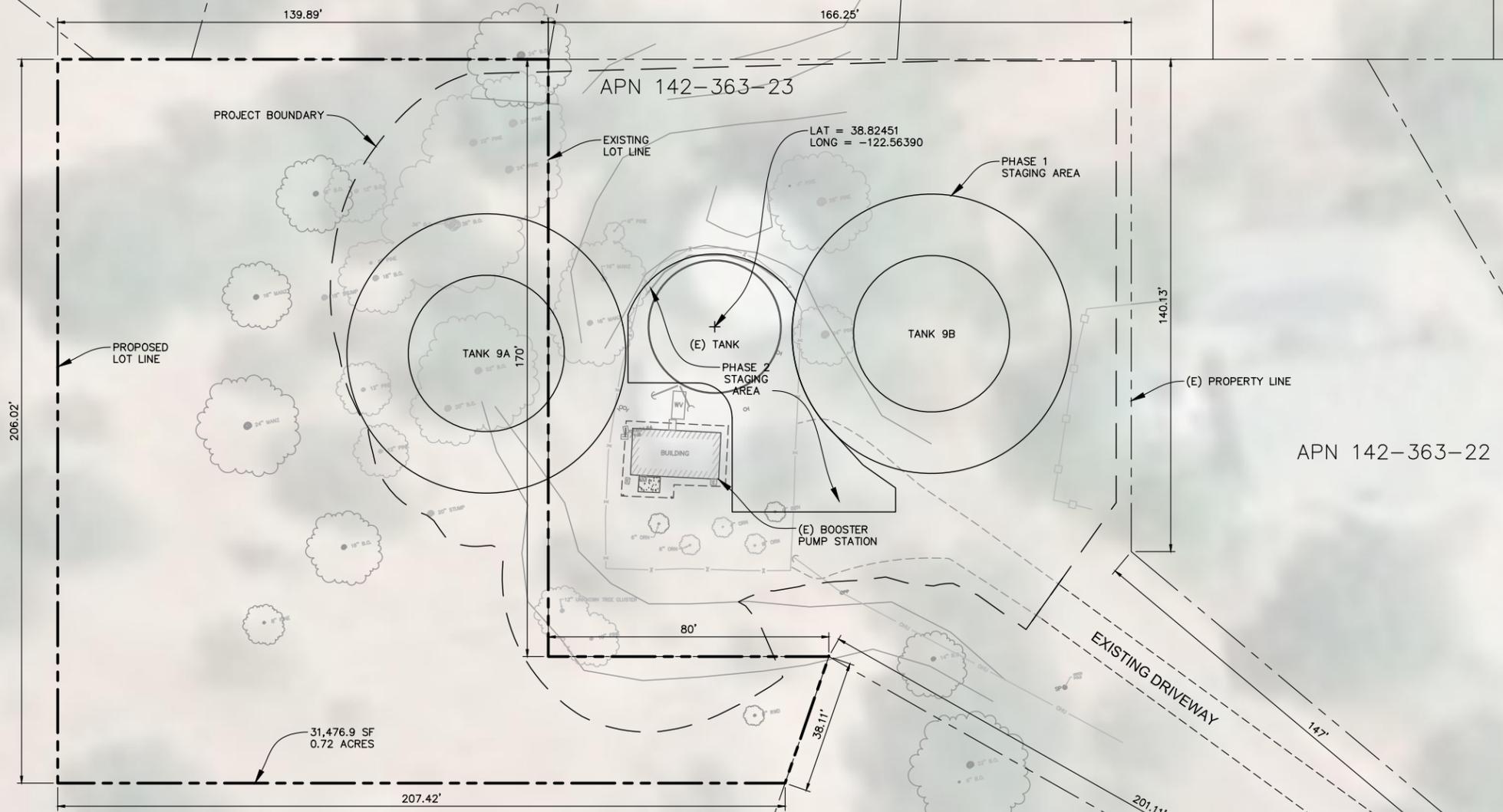
PROJECT NUMBER	99-4013
DRAWING DATE	APRIL 2019
SHEET NUMBER	2 OF 7

ORIGINAL PLOT DATE:

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

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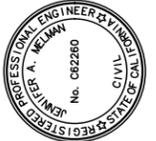
APN 142-363-03 APN 142-363-04 APN 142-363-05 APN 142-363-06 APN 142-363-07



(E) PARCEL (APN 142-363-23) = 0.85 ACRES
 LOT LINE ADJUSTMENT (FROM APN 142-301-01) = 0.72 ACRES
 ADJUSTED PARCEL = 1.57 ACRES

APN 142-301-01

APN 142-363-24



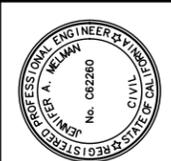
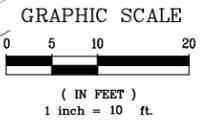
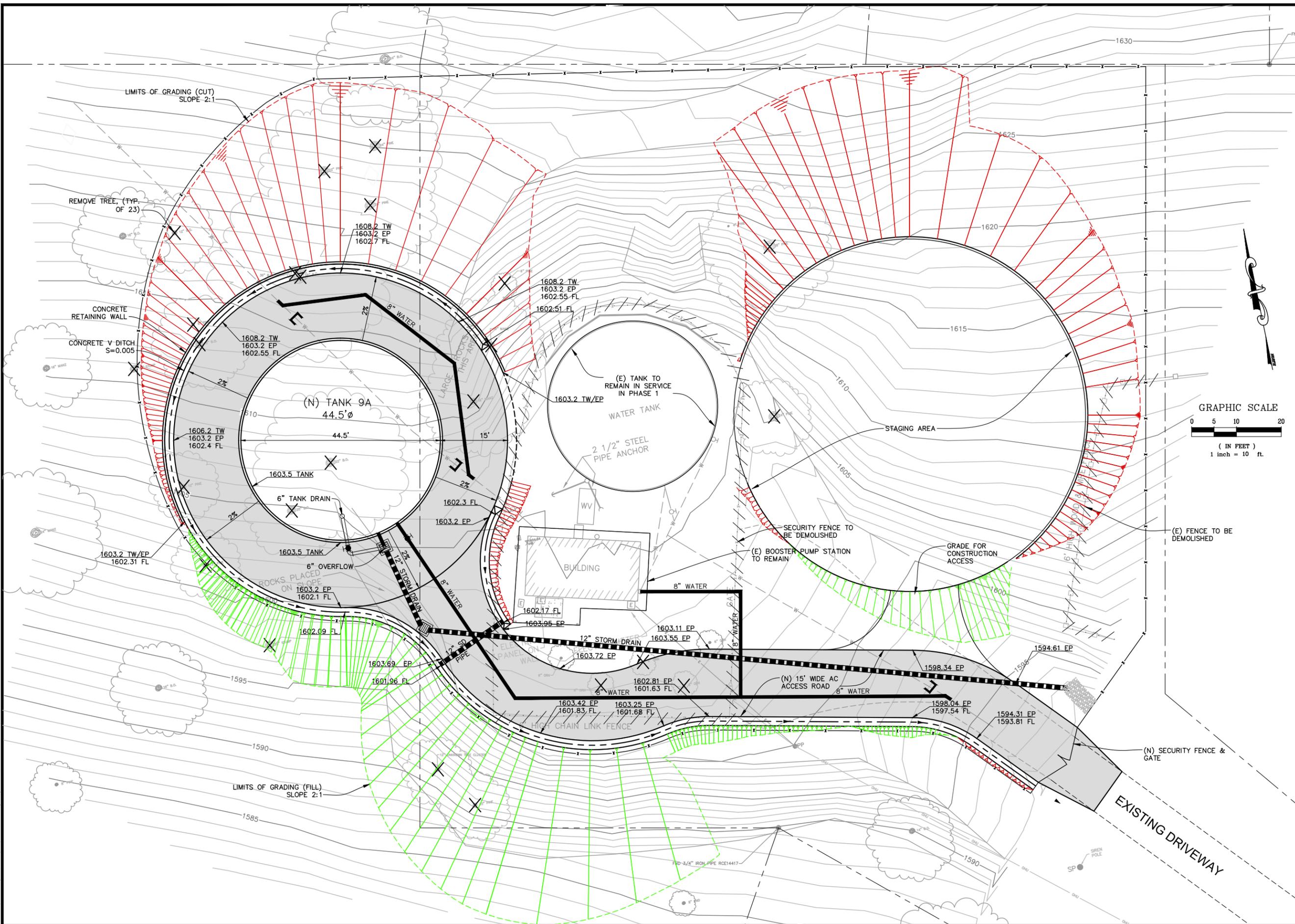
PREPARED UNDER THE DIRECTION OF
JENNIFER A. MELMAN, RCE C62260 DATE
DESIGNED BY JAM
DRAWN BY WJK
REVIEWED BY J.L.W.

Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue, Santa Rosa, CA 95405
 707.571.8005

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
 WATER SYSTEM STORAGE RELIABILITY PROJECT
 HIDDEN VALLEY LAKE, CALIFORNIA
PROJECT AREA, STAGING AREAS & PROPOSED LOT LINE ADJUSTMENT

PROJECT NUMBER
99-4013
 DRAWING DATE
APRIL 2019
 SHEET NUMBER
3 OF **7**

ORIGINAL PLOT DATE: _____
 FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES
 3
 2
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PREPARED UNDER THE DIRECTION OF
JENNIFER A. MELMAN, RCE C62260 DATE: _____
NOT FOR CONSTRUCTION
 DESIGNED BY: JAM DRAWN BY: WJK REVIEWED BY: J.L.W.

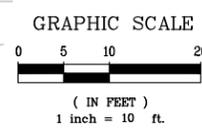
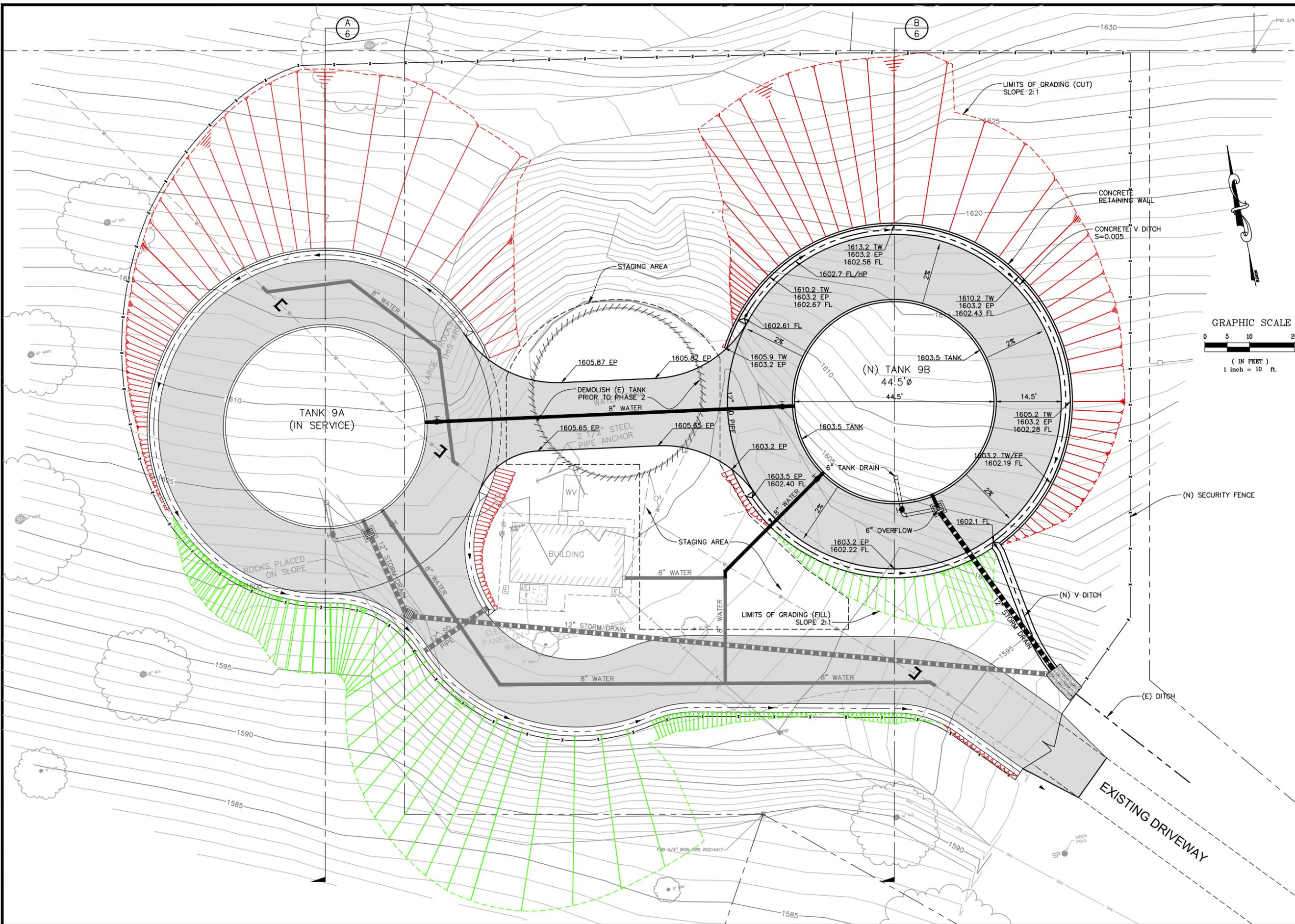
Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue, Santa Rosa, CA 95405
 707.571.8003 Fax 707.571.8005

CALIFORNIA
 HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
 WATER SYSTEM STORAGE RELIABILITY PROJECT
 HIDDEN VALLEY LAKE
**SITE PLAN
 PHASE 1**

PROJECT NUMBER
 99-4013
 DRAWING DATE
 APRIL 2019
 SHEET NUMBER
4 OF 7

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

DATE: APR 15, 2019 AT 11:39 AM
PROJECT: HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT WATER SYSTEM STORAGE RELIABILITY PROJECT
SHEET: 5 OF 7



PREPARED UNDER THE DIRECTION OF
PRELIMINARY NOT FOR CONSTRUCTION
 JENNIFER A. MELMAN, RCE C62260 DATE
 DRAWN BY: JAM REVIEWED BY: J.L.W.
 JAM

Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue, Santa Rosa, CA 95405
 707.571.8037 Fax

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
 WATER SYSTEM STORAGE RELIABILITY PROJECT
 HIDDEN VALLEY LAKE
 CALIFORNIA

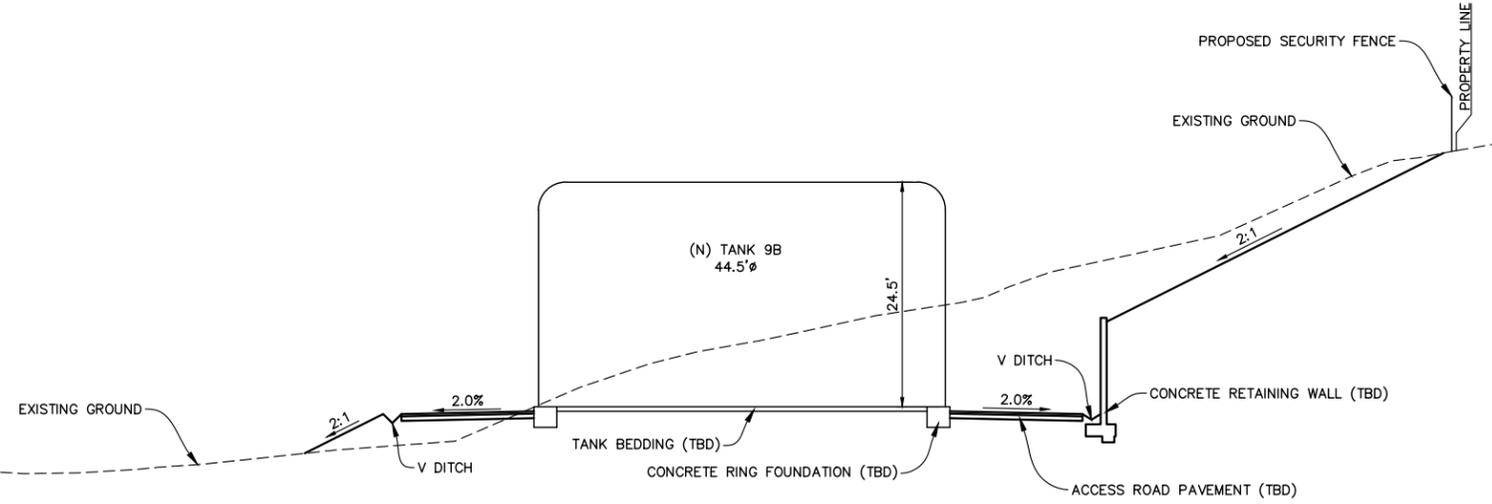
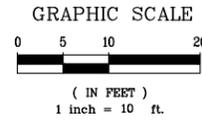
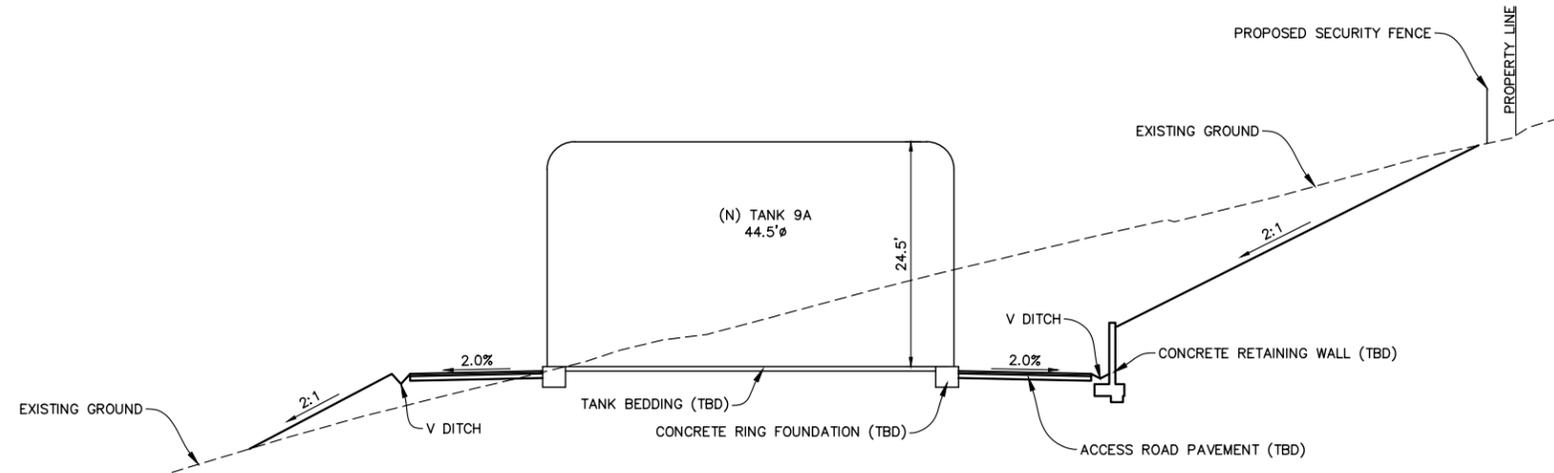
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99-4013
 DRAWING DATE
APRIL 2019
 SHEET NUMBER
5 OF **7**

**SITE PLAN
PHASE 2**

ORIGINAL PLOT DATE:

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

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PREPARED UNDER THE DIRECTION OF
JENNIFER A. MELMAN, RCE C62260
DATE: _____
DESIGNED BY: JAM
DRAWN BY: WJK
REVIEWED BY: JLW

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
WATER SYSTEM STORAGE RELIABILITY PROJECT
HIDDEN VALLEY LAKE
CALIFORNIA

**TANK SECTIONS
PHASE 1 & 2**

PROJECT NUMBER
99-4013

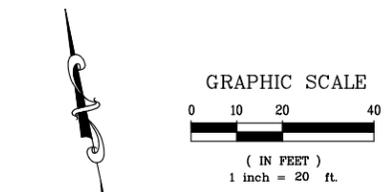
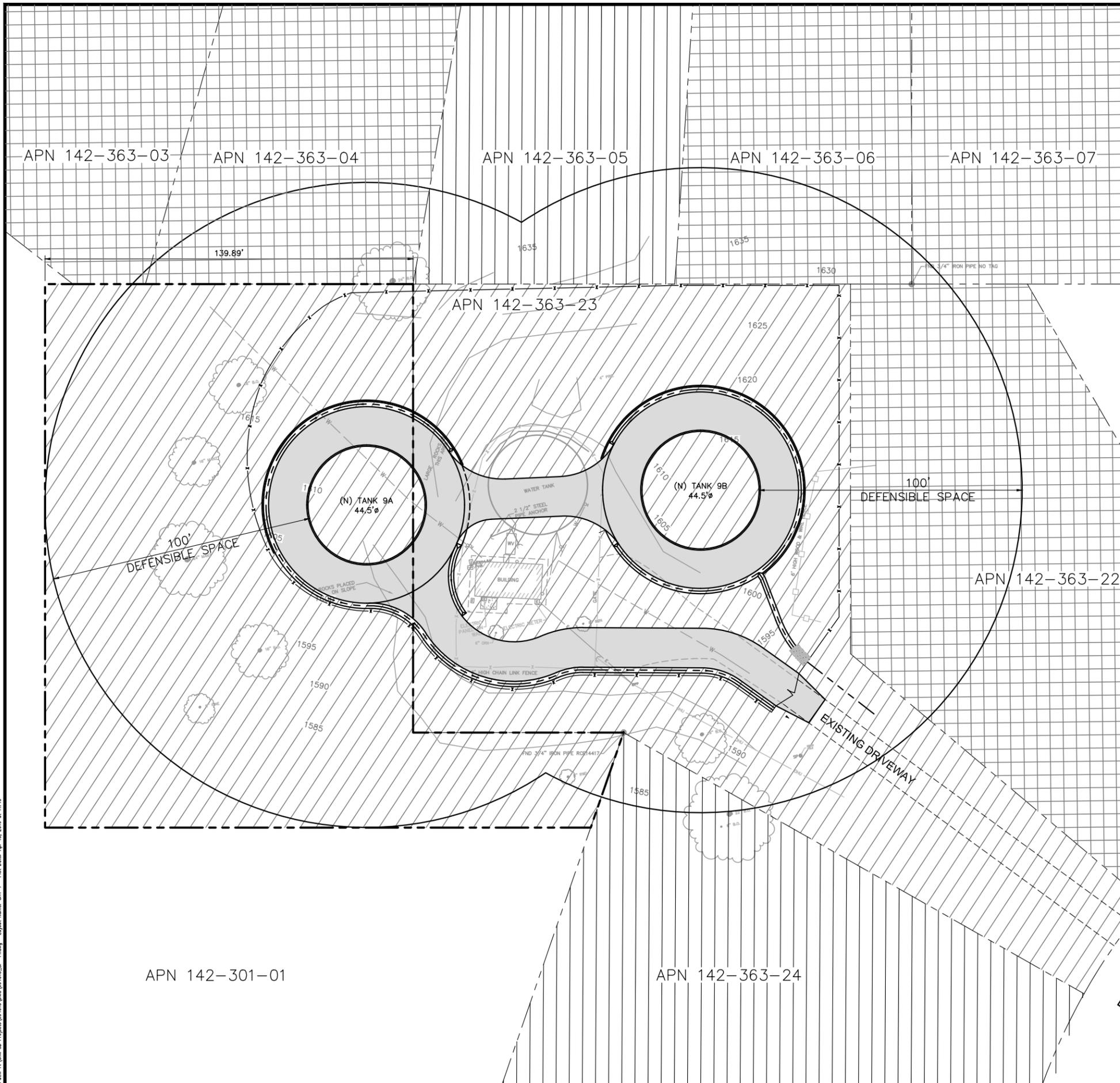
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APRIL 2019

SHEET NUMBER
6 OF **7**

ORIGINAL PLOT DATE:

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

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LEGEND

- PROPOSED LOT LINE ADJUSTMENT
- TANK PARCEL - DEFENSIBLE SPACE TO BE MAINTAINED BY HVL CSD
- RESIDENTIAL PARCEL - DEFENSIBLE SPACE TO BE MAINTAINED BY OWNER
- VACANT PARCEL - DEFENSIBLE SPACE TO BE MAINTAINED BY HVL HOA

DEFENSIBLE SPACE MAINTENANCE PLAN

- ONE HUNDRED PERCENT (100%) OF EACH LOT MUST BE ABATED TO THE FOLLOWING STANDARDS BY JUNE 15 OF EACH YEAR.
- ALL GRASS AND WEEDS MUST BE CUT. HEIGHT SHALL BE NO MORE THAN THREE (3") INCHES AT TIME OF INSPECTION. SPRAYING AND SCRAPING IS PROHIBITED DUE TO EROSION AND ENVIRONMENTAL CONCERNS.
- BRUSH IS TO BE TRIMMED AND THINNED WITH ALL DEAD MATERIAL REMOVED. THERE MUST BE SOME OPEN SPACE BETWEEN BRUSH.
- TREE GROWTH, INCLUSIVE OF BRANCHES, MUST BE TRIMMED UP AT LEAST SIX (6') FEET FROM THE GROUND OR ONE-THIRD (1/3) OF THE TREE HEIGHT, EXCEPT EVERGREENS.
- ALL DEAD MATERIAL MUST BE REMOVED. TREE LIMBS AND BRANCHES ARE TO BE TRIMMED WELL AWAY FROM ROOF AND CHIMNEY AREAS.
- ROOF SURFACES ARE TO BE KEPT FREE OF ACCUMULATION OF LEAVES, NEEDLES, TWIGS AND ANY OTHER COMBUSTIBLE MATERIAL.
- ALL VEGETATION AND DEBRIS MUST BE REMOVED OR STACKED IN THE RIGHT OF WAY FOR CHIPPING IN ACCORDANCE WITH HVLA'S CHIPPING PROCEDURE.



PREPARED UNDER THE DIRECTION OF
JENNIFER A. MELMAN, RCE C62260 DATE
DESIGNED BY JAM
DRAWN BY WJK
REVIEWED BY J.L.W.

Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue, Santa Rosa, CA 95405
 707.571.8003 Fax 707.571.8007

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
 WATER SYSTEM STORAGE RELIABILITY PROJECT
 HIDDEN VALLEY LAKE CALIFORNIA
DEFENSIBLE SPACE PLAN

PROJECT NUMBER
99-4013
 DRAWING DATE
APRIL 2019
 SHEET NUMBER
7 OF 7

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 basic consulting 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 Contractor Status

CONSULTANT shall be an Independent Contractor 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. Either party may terminate this Agreement by giving at least 30 days written notice to the other party 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 subcontractors, if any, or given to Consultant or its subcontractors, 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 subcontractors, 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 contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment

without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other 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 contractor 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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 contractors and subcontractors 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 contractor 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 contractors and subcontractors 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 Contractor 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, or employee 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

Contractors 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 Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

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

Information about this requirement, along with the list of EPA-designated items, is available at

EPA's Comprehensive Procurement Guidelines webpage:

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

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

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:

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 contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

 - (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 contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (F) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (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 contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) **Withholding.** 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 contractor under this

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to 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 contractor 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 contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to 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 contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, [29 CFR part 5](#), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#);
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by

authorized representatives of the (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 contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

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

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

- (ii) **Trainees.** Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor 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 subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in [29 CFR 5.5](#).
- (7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

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

(10) **Certification of eligibility.**

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

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) *Contractor.* The contractor 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 contractor or subcontractor 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 subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all 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 contractor and subcontractor 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 contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any

violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* 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 contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (b) The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (b) The CONTRACTOR 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 CONTRACTOR 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 Contractor 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 contractor and its subcontractors 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 contractors 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 contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor 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 Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph

(d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor 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 contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- (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.