

AGREEMENT NO. ___ - ___

(Agreement for Well Design and Engineering at Wild Wings County Service Area)

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2021, by and between the **County of Yolo**, a political subdivision of the State of California (“County”) and **Luhdorf & Scalmanini Consulting Engineers, Inc**, a California corporation (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as architectural, and engineering; and

WHEREAS, the County desires to obtain architectural and engineering services; and

WHEREAS, the County has applied for grant funding from the State regarding drought relief efforts; and

WHEREAS, the County has not received an intent of award for grant funding; and

WHEREAS, the County circulated and distributed a request for qualifications, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a statement of qualification to design a new production well at Wild Wings County Service Area (CSA) an excerpt of which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

- A.** Contractor shall furnish and perform the following services in accordance with Exhibits A-B, and in a manner satisfactory to the Director of Community Services or his/her written designee (“Director”): Comprehensive preliminary engineering through final design and permitting, bidding, construction, and commissioning. These services include the following tasks and subtasks:

Consultant’s Scope of Work includes all project elements to assist the County with the design and construction of a new well for the Wild Wings CSA Public Water System. The work plan is detailed below and includes all tasks from site evaluation and well and pump station design through construction and commissioning.

Consultant shall provide project management throughout the entirety of project and work with the County staff, the Wild Wings CSA representatives, the water system operators (SUSP), regulatory agencies, contractors and vendors to complete the scope of work described herein, with the objective of commissioning a fully functioning and permitted arsenic treatment system for use. Consultant shall provide subconsultants for electrical design, structural design, and environmental review to complete the project. Consultant shall provide oversight of all subcontractors to ensure that the work is carried out per industry standards, Consultant’s specifications, and County requirements. The Consultant-designated Project Manager will be the primary point of contact throughout the project. The Project Manager shall provide the County with regular updates via phone, email, and at regularly scheduled meetings regarding project progress, findings, recommendations, schedule, and budget.

Consultant’s Scope of Work shall be completed in the following tasks:

Task 1: Well Siting Evaluation

Subtask 1.1 Well Siting Evaluation

Subtask 1.2 Siting Concurrence

Task 2: CEQA Documentation

Task 3: Production Well Design and Construction

Subtask 3.1 Final Well Construction Design and Specifications

Subtask 3.2 Well Construction Bidding Assistance

Subtask 3.3 Well Construction and Testing Oversight Services

Task 4: Project Coordination and Administration – Mechanical

Subtask 4.1 Kickoff and Information Request

Subtask 4.2 Meetings and Project Coordination
Subtask 4.3 Project Administration

Task 5: Pump Station Design and Construction
Subtask 5.1 Pre-Design Engineering Report
Subtask 5.2 Pump Station Design and Construction Specifications
Subtask 5.3 Pump Station Bidding Assistance
Subtask 5.4 Pump Station Construction and Commissioning

B. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFP Excerpt
Exhibit B	Proposal Excerpt

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. The Director may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph III of this Agreement.

II. ADDITIONAL SERVICES

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III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

Professional*	
Senior Principal	\$235/hr.
Principal Professional	\$230/hr.
Supervising Professional	\$220/hr.
Senior Professional	\$175 to 200/hr.
Project Professional	\$155 to 175/hr.
Staff Professional	\$140 to 155/hr.
Technical	
Engineering Inspector	\$140/hr.

ACAD Drafting/GIS	\$140/hr.
Engineering Assistant	\$115 to 140/hr.
Scientist	\$115 to 140/hr.
Technician	\$115 to 140/hr.

Clerical Support

Word Processing, Clerical	\$90/hr.
Digital Communications Specialist	\$90/hr.
Project Admin/Accounting Assistant	\$90/hr.

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed **three hundred twenty-seven thousand, nine hundred and twenty four dollars (\$327,924)**. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in this Paragraph. The following expenses may be reimbursed if they are incurred after prior written approval of the Director:

- Vehicle Use \$0.58/mi.
- Subsistence Cost Plus 15%
- Groundwater Sampling Equipment (Includes Operator) \$170.00/hr
- Copies \$0.20 ea.
- Professional or Technical Testimony 200% of Regular Rates
- Technical Overtime (if required) 150% of Regular Rates
- Outside Services/Rentals Cost Plus 15%
- Services by Associate Firms Cost Plus 15%

IV. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director’s written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor’s detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from November 9, 2021 through December 31th, 2024 unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 45 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors

or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

C. Subcontractor agrees to be bound to the General Contractor/**or** Contractor and the County of Yolo in the same manner and to the same extent as General Contractor/**or** Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.
10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- D.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- E.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- F.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the

County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Luhdorff & Scalmanini Consulting Engineers, Inc
Attn: Vice President
500 First Street
Woodland, CA 95776
Tel (530) 661-0109

County: County of Yolo
Department of Community Services
Attn: Kimberly Villa
292 W. Beamer St
Woodland, CA 95695
Tel. (530) 666-8431

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVIII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the

County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion

of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

C.

- 1 By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of

the offenses enumerated in Paragraph 2(b) herein;

- d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
 4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By William L. Halligan
William L. Halligan
Vice President

COUNTY OF YOLO

By _____

Jim Provenza, Chair
Board of Supervisors

Attest:
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:

Kimberly Hood
Kimberly Hood, County Counsel

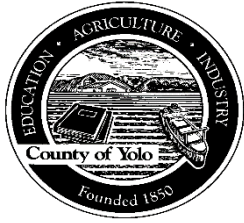


Exhibit A

COUNTY OF YOLO

Department of Financial Services

Notice of Request for Qualifications (RFQ)

for the
Department of Community Services
Community Service Areas (CSA)

for
Engineering/Consulting Services for Well Site and Waterline for
the
Wild Wings County Service Area Public Water System

Statement of Qualifications (SOQ) Due

September 15, 2021
4:00 p.m.

Yolo County Procurement Division
625 Court Street
Room 103
Woodland, CA 95695

RFQ Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

TABLE OF CONTENTS

Section	Section Title	Pages
I.	Introduction	3
II.	RFQ Schedule of Events	5
III.	General Instructions & Information	5
IV.	Terms and Conditions	8
V.	Instructions for Completion of Proposal	12

Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	General Information
Exhibit "C"	Proposal Qualification & Experience
Exhibit "D"	Responsibility/Demonstrated Competence
Exhibit "E"	Project Understanding
Exhibit "F"	Approach to Project Management
Exhibit "G"	References
Exhibit "H"	Fee Proposal
Exhibit "I"	Other Factors
Exhibit "J"	Signature Page (County Supplied)
Exhibit "K"	Non Collusion Non Conflict of Interest Statement (County Supplied)
Exhibit "L"	Contract Qualifications

Attachments:

Attachment 1	County Insurance Requirements
Attachment 2	Sample County Contract

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE:

The County of Yolo is requesting proposals from qualified environmental consultants and/or firms to provide civil engineering services including groundwater resource study, management, and development of a well, groundwater pumping design that connects to the current water distribution system for the Wild Wings County Service Area (CSA), per scope of work, as outlined in this RFQ.

Proposers who submit a response to this RFQ must have the ability to meet the requirements, including the terms and conditions contained in this RFQ.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer
2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1. BACKGROUND:

The Wild Wings CSA is a rural community in the unincorporated area of Yolo County. The County of Yolo operates a sewage collection services, sewage treatment facility and water distribution services. The Public water system is comprised of two wells; Canvas Back and Pintail. This district serves 338 residences, a nine-hole golf course with a clubhouse and supporting facilities, a recreation area consisting of a swimming pool and an airport.

The Canvas Back Well can produce about 900 gallons per minute (gpm) and the Pintail Well can produce about 900 gpm, depending on the time of year and the water level in the wells. The total production for the Pintail Well, which is currently only used for domestic use, is about 90 million gallons per year. The Canvas Back Well is primarily being used for irrigation and is producing about 70 million gallons per year. Canvasback is the standby well for the community.

Due to low groundwater levels in the Canvas Back well, the community is seeking an additional domestic water source.

2. TECHNICAL SPECIFICATIONS: Consultant/Firm shall perform project tasks which tasks shall include, but are not limited to, the following:

- a) Evaluate potential well locations including analysis of potential water quality issues and water availability at different depths
- b) Design the system and provide alternatives analysis, design and construction administration services (including development of Plans & Specifications) for the project. The scope of services may include the following disciplines: architectural, structural, civil (onsite and offsite), mechanical, electrical, plumbing, environmental, geotechnical analysis, cost estimating, acoustical, telecommunications systems (data and phone) and security systems.
- c) Handle the permitting process including any compliance with CEQA requirements.

- d) Develop the construction bid package, including plans, specifications, and cost estimates to be utilized by the County for completing well construction no later than May 2022.
- e) Provide support during bidding and construction, including handling the bid process, responding to requests for information, preconstruction meetings, submittal reviews, attendance at construction meetings and on-site inspection services.
- f) Assist with obtaining funding for construction.
- g) Project management; and
- h) Attendance at public hearings.

3. VENDOR MINIMUM REQUIREMENTS:

- a) The contractor shall be a California Registered Engineer and hold a current license.
- b) The contractor shall have a minimum of five years of experience and expertise designing well and groundwater pumping facilities.

4. PREFERRED VENDOR REQUIREMENTS:

- 1. The preferred contractor would have ten or more years of experience evaluating and designing public water supply wells.
- 2. The preferred contractor would have experience in designing public water systems located within the State Regional Water Quality Control Board, Region 5.

5. AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Exhibit "A," Yolo County Insurance Requirements.
- b. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of one year. Hourly rates shall remain firm for the one-year term. Contract term may be extended two additional one-year terms upon mutual consent.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFQ Schedule of Events. Proposers shall respond to the written RFQ and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1-800-990-9339, for vendor support.

F. ADDENDA:

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFQ will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

SECTION II. RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the <https://bidsync.com> website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFQ	8/18/21	
2	Deadline for Written Comments Posted on BidSync	9/1/21	
3	County Issues Responses to Written Comments	9/8/21	
4	Deadline Proposal Due	9/15/21	
5	County Completes Evaluations	9/30/21	
6	Anticipated Contract Start Date	10/15/21	

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFQ Coordinator

The following RFQ Coordinator shall be the main point of contact for this RFQ:

RFQ Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFQ

Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator named above. Unauthorized contact regarding the RFQ with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at <https://bidsync.com> in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync or per any changes to Schedule of Events as posted to BidSync.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the <https://bidsync.com> website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFQ should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFQ. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFQ, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFQ AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFQ in writing at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the proposer from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFQ.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

1. General Information	5 points
2. Qualifications and Experience	25 points
3. Responsibility/Demonstrated Competence	15 points
4. Client References	10 points
5. Project Understanding and Approach	20 points
6. Approach to Project Management	15 points
7. Other Factors	10 points

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION:

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFQ Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER:

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFQ by the County.

C. FEDERAL, STATE, AND LOCAL LAWS:

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded

proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW:

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRMINATION:

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY:

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFQ with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES:

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS:

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION:

Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three years. Hourly rates shall remain firm for the three (3) year term.

J. INVOICES AND PAYMENT TERMS:

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the

prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE:

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT:

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE:

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING:

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFQ, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT:

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS: The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both

the RFQ Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFQ Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
- g. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
- h. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of Financial Services
625 Court St., Ste. 103
Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP/IFB Protest and shall constitute a failure to exhaust administrative remedies.

In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation.

However, should a protester disagree with the conclusion of the Department Head, the Bidder/Offeror may submit a formal written request by e-mail or hard copy and received within five (5) working days from the date of the first determination made by the Department Head for further review to the County Administrator's Office (CAO). No facsimiles will be accepted. The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

2. Protest of RFQ Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided in writing by e-mail or hard copy directly to the RFQ Coordinator prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync. No facsimiles will be accepted.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for

specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3. Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFQ. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received by the RFQ Coordinator within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**" and shall be received by e-mail or hard copy. No facsimiles will be accepted. Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than five (5) working days after the notice of the proposed contract award to the respective Department Head. Contact information for the Department Head is as follows: (Department Head name, address, e-mail.) Notice must be clearly marked "**Notice of Protest of Award of Contract**" and may be received by e-mail or hard copy. No facsimiles will be accepted. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

V. Instructions for Completion of Proposal

A. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1-800-990-9339, for vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS:

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit A – Transmittal Letter

A cover letter signed by an official authorized to solicit business and enter into contracts for the Proposer. The cover letter should include the name, address, email address, and phone number of contact person.

Exhibit B- General Information

1. Description of firm/team; legal company organization; organization chart with names
2. List of applicable licenses

Exhibit C – Qualifications and Experience

1. Summary of applicant's experience over the past five years in performing similar services for public entities, including Federal, State, County or municipal clients. Include applicant's role in the project and discuss any contract amendment history, if applicable. For each project, include contract value (original value plus contract amendments, if applicable), project timeline, project owner, project location, contact name and title, address, current/accurate telephone number and email address (if available).
2. Statement identifying the personnel likely to be assigned to projects for Yolo County including any sub-consultants. Applicant shall identify key staff and their qualifications, including resumes and list of professional continuing education.
3. Statement identifying the firm's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.
4. Brief description of the firm's experience and history in meeting tight project deadlines.
5. Brief description of the firm's ability to control project budgets.
6. Statement identifying the firm's experience and knowledge with water treatment plant planning, design and construction standards.

Exhibit D – Responsibility/Demonstrated Competence

1. Have you ever defaulted on a contract? If yes, where and why
2. Has your firm ever been suspended or debarred by any government agency? If yes, please explain.
3. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?
4. Describe the process by which your firm resolves problems with clients.
5. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal

Exhibit E - Project Understanding

1. Describe your understanding of the project.
2. Identify and discuss any potential problems you may foresee based on past experience during design and construction.
3. Identify and discuss methods you have used to mitigate those problems.

Exhibit F – Approach to Project Management

1. Describe your firm's project management approach and team organization during design, and where applicable, construction phases.
2. Describe the systems used for planning, scheduling, estimating and managing design and construction management services.
3. Describe firm's experience on quality assurance and dispute resolution.

Exhibit G – References

1. Submit a list of five current public sector clients within the last five years in which you have provided related services, including name, mailing address, e-mail and telephone number of each contact person. If possible, references should be from the projects listed above.

Exhibit H - Other factors

1. Provide a list of current commitments for related services being handled by vendor's firm, including how many of the commitments are the responsibility of the Project Manager named in the proposal and ability to proceed promptly on a short deadline.
2. Willingness to abide by the County's standard form Agreements with few or no objections or changes.
3. Describe any other relevant factors that may impact the quality and value of work.

Exhibit I - Fee Proposal

Vendor shall provide a list of rates which shall be inclusive of all costs associated with work likely to be assigned the firm related to tasks stated in this RFQ, including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc.

Exhibit J- Signature Page

Vendor shall complete the County signature page form.

Exhibit K- Non Collusion Non Conflict of Interest Statement

Vendor shall complete the above County form

Exhibit L- Contract Qualifications

Include a statement of acknowledgment that the applicant has reviewed the Sample Long Form Consultant Services Agreement (Exhibit A) and has accepted it with or without qualification. If the applicant makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. If the applicant makes no qualifications to the sample agreement, including exhibits, then it shall be deemed that the applicant accepts these items without reservation or any qualifications.

C. PROPOSAL FORMAT AND CONTENT

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content. Proposal shall not be more than 15 pages, excluding resumes.

The format and content of the Proposal are as follows:

1. If provided, use any forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.

October 25, 2021

Project No. 21-2-109

Ms. Kimberly Villa
Community Services Analyst
County of Yolo
Community Services Department
292 W. Beamer Street
Woodland, CA 95695

**SUBJECT: PROPOSAL FOR ENGINEERING SERVICES FOR WELL SITE AND WATERLINE
WILD WINGS SERVICE AREA – YOLO COUNTY**

Dear Ms. Villa:

In follow up to our recent correspondence, Luhdorff and Scalmanini Consulting Engineers (LSCE) is pleased to provide a cost estimate associated with the work outlined in our recent response to the Yolo County (hereinafter called County) Request for Qualifications (RFQ) for the subject project. The services provided are for the development of the appropriate CEQA document and the engineering and construction administration services associated with the construction of a new well and the associated pump station modification of the existing Canvas Back Well and Pumping Station.

SCOPE OF SERVICES

The Scope of Work outlined below includes the tasks required to design, provide construction administration services during the course of the work (including assisting with the commissioning of the new well and well pump) associated with the construction and testing of a new groundwater well and the modification of the existing Canvas Back Well and Pump Station for the Wild Wings County Service Area (CSA). The proposed work plan detailed below was developed based on the desire to utilize, as much as is practical, the existing mechanical and electrical facilities at the Canvas Back Well site. This will result in substantial savings in not only infrastructure costs but in engineering, contract administration and CEQA documentation costs.

Task 1. Well Siting Evaluation

Task 1. Goals:

- Evaluate the site for new well and facilities constructability, operations, and maintenance
- Prepare a Technical Memorandum presenting findings of the investigation
- Prepare a Preliminary Drinking Water Source Assessment and Protection Program (DWSAPP)

Task 1.1 Well Siting Evaluation

LSCE will recommend and evaluate potential well sites in the vicinity of the Canvas Back well site for new well and facilities constructability, operations, and maintenance. Specific items to be assessed will include:

- Site Size
- Site Access
- Minimum setback distances from sanitary features per Division of Drinking Water (DDW) regulations
- Land Use – Site and Vicinity
- Seasonal Groundwater Conditions
- Location Relative to Existing Well Facilities
- Location Relative to Existing Utilities
- Equipment Layout
- Water Supply for Well Drilling
- Fluids Disposal
- Cuttings - Storage and Disposal
- Real or Potential Surface Contamination
- Collection and analysis of water samples for Arsenic from other deeper wells in the immediate area (five max)
- Neighbor Communication
- Need for Sound Attenuation
- Safety/Security

As part of this task, LSCE will prepare the preliminary DWSAPP document as required by DDW.

LSCE will also evaluate which permits and notifications will be required for well construction and will be obtained as part of Tasks 3 and 5. Permit requirements and fees will be summarized in the Technical Memorandum prepared as part of Task 3 . Typical permits required include:

- Drilling
- Encroachment
- Construction
- Sanitary Sewer Discharge
- Stormwater Discharge

Task 1.2 Siting Concurrence

LSCE believes that early communications with DDW is useful to address any concerns that the agency may have regarding well siting and design before finalizing construction plans and specifications. LSCE will prepare an initial DDW submittal document requesting siting and design concurrence for the new well based on compliance with DDW regulations. The initial submittal will include a preliminary well design, site layout, location map, map indicating location and distances of sanitary features from the proposed well location, delineation of wellhead control zone, and preliminary DWSAPP.

LSCE will prepare DDW submittals for the preliminary and final amended water supply permit under Task 5. The preliminary water supply permit includes well design information, site plan, preliminary DWSAPP, and CEQA documentation. The final water supply permit submittal will include updates to the information from the preliminary submittal in addition to the Operations Plan, well and chlorination data sheets, an engineering report, and final As-Built diagrams.

Task 1 Deliverables

- Well Siting Technical Memorandum
- Preliminary Drinking Water Source Assessment and Protection Program

Task 2 – CEQA Documentation

LSCE's subconsultant Inland Ecosystems, with LSCE's assistance, will develop the necessary CEQA documentation for the new well and pump station modifications. The work in this task will be completed by LSCE's sub-consultant with close involvement by LSCE to coordinate the project descriptions and construction aspects of the well and pump station project. As the development of a CEQA document and Notice of Determination is a prolonged process, it is envisioned that work on this task will be conducted concurrently with other work tasks.

LSCE is assuming compliance with CEQA will require an Initial Study/Mitigated Negative Declaration (IS/MND) with a "Notice of Completion." Mitigation measures would be incorporated into the project to reduce potential environmental impacts. A draft Mitigation, Monitoring, and Reporting Plan (MMRP) would be prepared to ensure that each mitigation measure, adopted as a condition of project approval, will be implemented. The Initial Study would include the assessments and reporting of biological resources and cultural resources, as well as preparation of the IS/MND.

Task 2 Deliverable

- CEQA Document

Task 3 – Production Well Design and Construction

Task 3.1 – Final Well Construction Designs and Specifications

In preparing construction plans and specifications, LSCE relies on its extensive field experience to anticipate potential problems due to unique site conditions, fluid discharge restrictions (typically one of the most difficult construction and testing issues), and site-specific restrictions, and addresses those potential restrictions in a comprehensive set of project specifications. Anticipating and addressing potential issues in the specifications eliminates project delays and cost overruns and results in more efficient project execution, but more importantly ensures that the objectives of maximizing well yield and with satisfactory water quality are met.

LSCE will prepare project specifications that include detailed construction requirements that must be followed by the well drilling contractor during every phase of the project, including the minimum acceptable methods for drilling fluid control, conditioning of the borehole for casing and gravel envelope installation, well development and testing, and performance standards. Other site-specific items will include requirements for containment and disposal of drill cuttings and handling of discharge water during development and test pumping in accordance with applicable local, state and federal regulations.

This task also includes interaction with regulatory agencies such as the Yolo County Department of Environmental Health related to permitting for drilling, construction, and testing of the new well. Permits and plans that are typically required for a well installation project include drilling, discharge, water supply, encroachment permits, storm water pollution and prevention plan (SWPPP), and traffic control plans. The

contractor selected to drill the production well will be responsible for procurement and administration of the of all required permits. LSCE will assist the drilling contractor with the preparation and submittal of required permits.

LSCE will prepare a complete set of specifications (Special Provisions and Technical Specifications), drawings in AutoCAD v2018, and a bid sheet suitable for the solicitation of competitive bids. LSCE will provide a draft copy of the specifications and plans to the County for review. Upon acceptance, LSCE will provide the County with the final specifications for incorporation with County front-end contract documents and forms for solicitation of bids. LSCE assumes that the County will contract directly with the selected contractor for the construction and testing of the well.

Task 3.2– Well Construction Bidding Assistance

LSCE will conduct a mandatory pre-bid conference for prospective contractors with the County and LSCE project managers present. LSCE will respond to any requests for information from prospective contractors and prepare addendums as needed throughout the bidding process.

LSCE will review and tabulate all formal bids to ensure responsiveness with the contract requirements. A thorough background check on qualifications and references will be conducted on the lowest responsible bidder and the findings of that review will be discussed with the County. LSCE will prepare a formal bid summary and make a recommendation for award to the lowest responsible bidder.

Task 3.3 – Well Construction and Testing Oversight Services

As part of our inspection and oversight duties, LSCE will verify that all aspects of the project are carried out as set forth in the project specifications and according to accepted well drilling practices. LSCE will notify the contractor regarding lack of compliance with the project specifications or accepted water well drilling practices and, as the County's agent, will identify corrective measures to be implemented. LSCE will immediately stop work on the project if there are any safety, property damage, or permit violation concerns. LSCE will document all aspects of the project, including inspection items, calculations, and communications with the contractor and other involved parties. LSCE will provide frequent updates to the County via email, phone, and in person, if requested in addition to regular weekly updates.

LSCE has developed a systematic approach for well installation technical support and will assist the County with the following key elements to ensure that the well meets the performance requirements of the construction contract and that work is performed in the timeliest, most cost effective, and safe manner.

Pre-construction Conference – Prior to mobilization, LSCE will conduct a pre-construction conference with the successful bidder to ensure that they are familiar with the project specifications and answer any technical or logistical questions concerning the project.

Well Location – LSCE will verify the location of the planned well before drilling commences.

Mobilization/Site Preparation – LSCE will verify that all required site protection measures, sound walls, and other site preparation items required in the specifications are in place and that all equipment necessary to complete the project as specified is on site before work commences. LSCE will also verify that all project materials are on site or in the possession of the Contractor before work commences.

Conductor/Surface Casing – LSCE will witness conductor/surface casing installation and grouting operations.

Borehole Construction – LSCE will monitor drilling operations and drilling fluid control to ensure minimal formation damage.

Materials Inspection – LSCE will inspect and verify that all materials are as specified and in good condition.

Casing Installation – LSCE will witness borehole conditioning and casing assembly installation.

Gravel and Annular Seal Placement – LSCE will inspect gravel and seal(s) installation and estimate final quantities to be installed.

Well Development and Discharge Monitoring – LSCE will witness initial well development techniques with the drilling rig, final development of the well by pumping, and compliance with all discharge requirements.

Well Testing – LSCE will witness acceptance tests for minimum sand production and maximum well efficiency, monitor well pump tests, and evaluate well performance in order to develop pump design criteria.

Video Inspection, Plumbness and Alignment Testing, Well Disinfection – LSCE will witness video, plumbness and alignment testing, and final well disinfection.

Cleanup – LSCE will witness contractor's compliance with site cleanup and well security requirements.

Payment and Acceptance – LSCE will review all invoices for accuracy and make recommendations for payment and for final acceptance. LSCE will review all change order requests and make recommendations to the County regarding acceptance or denial.

Well Construction Summary Report - LSCE will prepare two bound copies of a Well Construction and Testing Summary Report, including a written summary of the entire project, all testing results, and as-built diagrams. A PDF version of the report will also be provided via e-mail. Items to be included in the summary report are:

- Written Summary of Project
- Lithologic Log
- Geophysical Logs
- Caliper Log
- As-Built Diagrams
- State of California Well Driller's Completion Report
- Material Delivery Receipts
- Development Records
- Pump Test Results
- Pump Test Hydrographs
- Video Survey
- Plumbness and Alignment Survey Results
- Water Quality Summary
- Contractor's Daily Tour Reports
- Project Photographs
- Copy of Well Design Report
- Any Other Relevant Materials

The above information will also be utilized to assist the County with an amendment to their current Water Supply Permit to DDW to include the new well and pumping station. Other documents to be provided by LSCE to DDW for the permit application will include the plans and specifications for the pump station modification along with the final information on the new well pump.

Task 4 – Project Coordination and Administration – Mechanical

The Scope of Work outlined below includes the tasks required to plan, design, and provide construction administration services during the course of the construction work (including assisting with the commissioning of the new well and well pump) associated with the construction and testing of a new groundwater well and the modification of the existing Canvas Back pump station for the Wild Wings CSA. The proposed work plan detailed below was developed based on the desire to utilize, as much as is practical, the existing mechanical and electrical facilities at the Canvas Back Well Site.

The Scope of Work is outlined in the following tasks:

- Task 4 – Project Coordination and Administration
 - Task 4.1 - Kickoff and Information Request
 - Task 4.2 - Meetings and Project Coordination
 - Task 4.3 - Project Administration

Task 4.1 – Kickoff and Information Request

LSCE’s work on the project will begin with a kickoff meeting with Yolo County staff and key LSCE team members to discuss the various aspects of the project. Items such as contact information, chain of command, the County’s project expectations, respective roles and responsibilities, schedule, design preferences and parameters, site constraints, and anticipated or possible issues that could impact project schedule shall be discussed at the kickoff meeting. Following the meeting, LSCE will provide the County with a list of requested information.

Task 4.2 - Meetings and Project Coordination

Key LSCE team members will attend regular design meetings with the County to discuss various aspects of the project. For each meeting, LSCE will prepare and distribute meeting agendas, minutes, and action item summaries. Each month, for the duration of the project, LSCE will prepare a project progress summary to accompany invoicing. The summary report will include a summary of work completed, an updated schedule including deliverables and project milestones, items to be completed by the County and LSCE, discussion of items impacting the project and measures to address them, and a current budget summary. LSCE will also provide frequent updates via email or telephone throughout the project as needed.

Task 4.3 - Project Administration

This task provides for project management and administrative activities such as:

- Contractual Arrangements
- Ongoing Examination Regarding Adherence to the Scope, Budget, and Schedule

- Coordination of Staff Resources
- Internal Review of Work Products
- Management of Subcontractors
- Billing Review
- Scoping and Budgeting

Task 5 – Pump Station Design and Construction

Task 5.1 – Pre-Design Engineering Report

Task 5.2 – Pump Station Design and Construction Specifications

Task 5.3 – Pump Station Bidding Assistance

Task 5.4 – Pump Station Construction and Commissioning

Task 5.1 – Pre-Design Engineering Report

LSCE will develop a design basis table and update the conceptual site plan as the components are discussed and selected. A brief technical memo will be prepared to define the agreed upon design basis with a final design basis table. A meeting will be held to review the basis of design and ensure it reflects the preferences and selections.

Task 5.1 Deliverables

- Design basis table
- Conceptual site plan
- Basis of design memo

Task 5.2 – Pump Station Design and Construction Specifications

LSCE will develop the pump station plans and specifications for the pump station facility. The scope of work covered by the engineering plans and technical specifications will consist of a submersible or vertical lineshaft well pump, motor, modification of the existing motor control center (VFD installation, etc.), discharge piping, chlorine system, provisions in the piping for a future iron and manganese treatment system (if needed – design work for the treatment facility will be under another contract with the County), instrumentation (SCADA communication by others), and removable sound enclosure to house the well head and pump components. The design will also address site modifications and improvements including grading, drainage, paving, fencing, and painting. The electrical control logic will conform with the existing County's control logic and SCADA system which will permit effective communication between the new facility and the County's existing central system.

LSCE will also redesign one of the booster pumps by redefining/repurposing the service duty of the pump to provide production to satisfy the systems maximum day demand only. Additional work will include the modification of the well head and station piping for the pump and the installation of a variable frequency drive unit and transducer for maintaining a system pressure set point.

Other specific design elements to be addressed in the plans and specifications are:

Best Management Practices (BMPs) - SWPPP and CEQA mitigation measures will be incorporated for control of storm water, construction water, and any other required mitigations the contractor shall follow such as for noise, light, work hours, etc.

Site Improvements - Drainage, replacement paving, above-ground and below-ground piping for the connection to the distribution system (including detailed fittings and valves), frontage improvements, and site fencing and/or access improvements.

Structural Plans for Enclosures and Other Structures - A removable sound enclosure to house the well head and pump components.

Electrical Plan - Electrical service (PG&E), electrical metering and disconnect, single line and process and instrumentation diagrams, VFD control system, pump-to-waste overboard circuitry, SCADA and radio communication, instrumentation, electrical conduits and conductors.

Mechanical Plan – To include piping from the new well head and connection to the existing Canvas Back well head piping to include station piping, valving and injection ports for chemical treatment (if needed).

Standard Construction Details - Plans will include pipe supports, pump pedestal construction and other applicable standard details.

Startup and Commissioning - Performance testing of all components and commissioning of the facilities and equipment for approval by the County and LSCE.

The design will be completed at 80% and 100% stages. For the 80% stage, the design submittal will include a complete set of plans and specifications from all disciplines (civil, electrical, mechanical, structural. After receipt of the County's 80% review comments, 100% plans and specifications will be prepared for the County's approval prior to bidding. LSCE assumes all design phase plans and specifications will be transmitted electronically to the County but will provide physical copies upon request.

The final set of plans and specifications will have incorporated all applicable comments and will be issued to each permitting agency for signature (DDW will not sign plans – approval will be in letter form). LSCE will also develop an Engineer's Cost Estimate at each stage of the design discussed above. LSCE will provide signed and stamped drawings for bidding. A total of four (4) copies of specifications and four (4) (24" x 36") full size drawings.

Task 5.2 Deliverables

- 80% and 100% Plans, Specifications and Cost Estimates
- Four (4) copies of specifications and four (4) copies of full size (24" x 36") drawings

Task 5.3 – Pump Station Bidding Assistance

LSCE is knowledgeable of many general contractors and specialty contractors situated throughout northern, central and southern California that specialize in construction of municipal well pump stations. LSCE will provide a list of a minimum of six (6) general and specialty contractors who may be interested in bidding on this project, for the County's review and approval. LSCE has developed pump specifications to

require all well pump work be performed by a company specializing in the sales, installation and maintenance of deep well pumps.

LSCE will conduct a mandatory pre-bid conference with the project manager, project engineer and electrical engineer in attendance. Based upon questions from bidders, LSCE will assist the County with preparing any required written clarifications and/or addendums to clarify the scope for bidding purposes. Upon publicly opening the bids, LSCE will assist the County with review of all formal bids to ensure responsiveness with the contract requirements. LSCE will assist the County with a thorough background check on qualifications and references, conducted on the three lowest bidders and the findings of that review will be discussed with the County. LSCE assumes the County will prepare a formal summary of the bid review and award to the lowest responsible bidder with LSCE's assistance/recommendation.

Task 5.4 – Pump Station Construction and Commissioning

LSCE's approach to providing construction support services involves a close relationship with construction timing, schedule, progress and administrative processes so as to not delay progress. LSCE will act on behalf of the County and work in close coordination with the County's assigned project manager. LSCE assumes the scope of construction period services include the following:

Pre-Construction Meeting - LSCE will hold a pre-construction conference to discuss the baseline schedule and the procedure for construction progress, RFIs, status of submittals, and any miscellaneous items throughout construction. Additional construction meetings will be held at the job site or the County's office (as needed) and they will be conducted as a means to address project issues or significant items which require in-person resolution. A formal agenda and meeting minutes documenting the status of the construction meetings will be prepared.

Construction Staking - LSCE will coordinate with the surveyor to provide the Contractor with an initial set of construction staking for the pump station site. LSCE assumes no more than two (2) site visits are required by the surveyor for construction staking.

Submittal Review - LSCE will complete the review and transmittal of technical submittals provided by the general contractor. A submittal spreadsheet log will be maintained for use in tracking and documenting submittal review. LSCE assumes no more than 50 submittals will need to be reviewed/approved.

Requests for Information - During the construction period, the general contractor will ask questions on details of the contract, substitutions, and alternative approaches that are best answered by the designer. LSCE will review questions and provide written clarifications. LSCE assumes no more than 25 RFIs will need to be reviewed.

Change Order Assistance - LSCE will assist in the preparation of any necessary field instructions and change orders. Anticipated assignments may include: preparing requests to the general contractor for proposals for extra or changed work; review of contractor requests for change order to determine if work proposed is considered extra work; opinion of probable construction cost; and, review and negotiation of cost estimates. LSCE will also prepare drawings, sketches or specifications for extra or changed work items. LSCE assumes no more than 10 change orders will need to be reviewed/approved.

Monthly Pay Requests - Every month, or as required under County general contracting procedure, the general contractor will submit a pay application for work completed to-date. LSCE will review the completed pay application and provide a recommendation for approval based upon actual work completed, material delivered and retention release. LSCE assumes the County will review/enforce labor compliance requirements and certified payroll record requirements. LSCE assumes no more than 12 payment applications will need to be reviewed/approved.

On-site Inspection - LSCE will provide scheduled on-site milestone inspections including special inspections for electrical, structural and mechanical components. LSCE will prepare an inspection report for each site-visit indicating the date and times, people on-site, material delivered, work completed, and corrections noted. LSCE assumes the following milestone inspections will be required which include:

Civil/Mechanical Engineer Support

Furnish an engineer for field observation of station layout/grading; pedestal construction and well pump installation; station piping/valving installations; transducer installation; and utility service lines/conduits. LSCE assumes an estimated four site visits are needed to perform this work.

Furnish an engineer for field observation of construction of the pump removable sound enclosure components including the rebar, concrete slab, and well head modifications. LSCE assumes an estimated four site visits from a civil engineer will be needed to cover this inspection.

Geotechnical Engineering Services

The work will include observation of major excavations and fill areas to confirm that material encountered is consistent with assumptions developed during the design. Observe and advise field staff on unusual, questionable, or unanticipated soil conditions. Perform compaction testing of earthwork for pad/footing subgrade and utility trench backfill operations. Other examples of as-needed geotechnical services will be attendance at meetings or responding to written RFIs or telephone questions. LSCE will also track the work and maintain and copy the County records of inspection and test results. The provision to provide and pay for Geotechnical services will be included in the mechanical contractors bid price though coordination of the Geotechnical services will be done by LSCE.

Electrical Engineering Support

Inspection of conduit routing, equipment anchorage, control and distribution panel configuration and electrical switchgear will be performed. Also included in this task will be to inspect the electrical for “green tagging” for power company electrical service connection. Four site visits by the electrical engineer are estimated to be needed for this scope of work.

Commissioning and Permitting Support

LSCE will oversee and be responsible for the approval of the contractor’s startup and commissioning activities for a fully functioning and operable facility, including all equipment acceptance testing, communications and programming, and close-out permitting requirements. This process will involve

coordinating the general contractor, sub-contractors, systems integrator, equipment manufacturers, County staff and regulatory agencies.

A preliminary and final inspection will be conducted during startup/testing and commissioning of the pump station, in which LSCE and our sub-consultants prepare a list of incomplete construction items for the general contractor prior to final acceptance of the project by the County and perform a follow-up visit to certify completion of the Contractor punchlist. Performance acceptance testing will also be conducted to ensure the completed down hole pump assembly operates as warranted by the equipment manufacturer to ensure the plant is operating at the flow rates, pressures and efficiencies for which the entire facility was designed.

As-Built Drawings - At the end of the construction phase of the project, LSCE will modify the project drawings into a set of project Record Drawings based on field changes and red-line markups from the general contractor and LSCE construction management staff. Record Drawings and Operation & Maintenance manuals will be provided to the County after they have been reviewed and approved by LSCE and the County.

Complete DDW Water Supply Permit - Following acceptance of the project, LSCE will assist the County with preparation of the final DDW amended water supply permit, building upon the preliminary permit submittal. This will involve permitting for the new well, equipment and finalization of the DWSAPP for the facilities. LSCE has completed numerous water supply permits and fully understands the DDW process and required submittals.

COST ESTIMATE AND CONTRACT ADMINISTRATION

The estimated budget to complete the Scope of Work described above is based on our current understanding of the project. The cost estimate is based on the effort that would be reasonably expected for a project of this size and scope. The table below summarizes the estimated costs per Task:

Table 1. Estimated Project Budget			
Description	Outside	LSCE Service	Total
Task 1. Well Siting Evaluation	\$5,750	\$19,600	\$25,350
Task 2. CEQA Documentation	\$33,120	\$6,820	\$39,940
Task 3. Production Well Design and Construction	\$4,600	\$64,130	\$68,730
Task 4. Project Coordination and Administration Mechanical	\$0	\$35,770	\$35,770
Task 5. Pump Station Design and Construction	\$45,857	\$112,277	\$158,134
Total Project	\$89,327	\$238,597	\$327,924

The attached cost estimate worksheet details the number of hours each job classification is anticipated to apply to each task as outlined in the above Work Plan. Prevailing wages will be paid to LSCE employees and any subcontractors as applicable. Hours and cost for each task are tabulated to show number of total hours per job classification and total cost for each task. Estimated costs for subcontractors are included in their relevant task. LSCE's direct costs (mileage, misc. supplies) are estimated for each relevant task.

In the event that the County directs LSCE to deviate from the proposed scope of work, or as dictated by unforeseen conditions, LSCE will provide notification of any potential changes in the estimated cost to complete the work. LSCE will not proceed with any work that deviates from the approved scope and budget until approval to proceed is granted by the County.

Typical items that may affect the cost of a task include:

- Significant changes in materials cost
- Unforeseen site conditions
- Delays in obtaining required permits
- Items or conditions that could not reasonably be anticipated at the time of proposal preparation
- Delays during construction that extend LSCE's construction administrative roles
- Longer than anticipated review of plans, specifications, and permits by others

LSCE will bill monthly for labor and materials, only as incurred, in accordance with the following rate schedule:

- LSCE Schedule of Fees - Engineering and Field Services January 2021

LSCE proposes to perform the work described in this proposal for a sum of \$327,924. The proposed project budget includes LSCE's labor under each task as delineated in this proposal. LSCE will bill monthly for labor and materials, only as incurred, in accordance with LSCE's Schedule of Fees (attached). In the event that LSCE is directed to deviate from the proposed scope, or as dictated by unforeseen field conditions, LSCE will provide notification of any potential changes in the estimated cost and time to complete the work. LSCE will not proceed with any work that deviates from the approved scope and budget until approval to proceed is granted.

We appreciate the opportunity to provide you with this scope and budget and look forward to working with the County.

Sincerely,

LUHDORFF AND SCALMANINI
CONSULTING ENGINEERS



William Gustavson
Senior Principal Engineer



Oscar Serrano, P.E.
Senior Engineer

Attachments: Cost Estimate Sheet
2021-2022 Schedule of Fees

	SubTotal	\$920	\$2,640	\$3,150	\$3,720	\$0	\$560	\$360	\$0	\$0	\$0	\$0	\$200	\$11,550
Task 4.2 - Meetings and Project Coordination	Task Hours	4	12	24	48	0	0	2						90
	Task Cost	\$920	\$2,640	\$4,200	\$7,440	\$0	\$0	\$180						\$15,380
	Direct Expenses													\$0
	Sub Consultant													\$0
	SubTotal	\$920	\$2,640	\$4,200	\$7,440	\$0	\$0	\$180	\$0	\$0	\$0	\$0	\$0	\$15,380
Task 4.3 - Project Administration	Task Hours	4	36	0	0	0	0	0						40
	Task Cost	\$920	\$7,920	\$0	\$0	\$0	\$0	\$0						\$8,840
	Direct Expenses													\$0
	Sub Consultant													\$0
	Sub Total	\$920	\$7,920	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,840
Total Task Cost Estimate													\$35,770	
Task 5 - Pump Station Design and Construction														
Task 5.1 - Pre-Design Engineering Report	Task Hours	4	8	16	32	0	4	4						68
	Task Cost	\$920	\$1,760	\$2,800	\$4,960	\$0	\$560	\$360						\$11,360
	Direct Expenses													\$0
	Sub Consultant													\$0
	SubTotal	\$920	\$1,760	\$2,800	\$4,960	\$0	\$560	\$360	\$0	\$0	\$0	\$0	\$0	\$11,360
Task 5.2 - Pump Station Design and Construction Specifications	Task Hours	4	18	36	64	0	110	2						234
	Task Cost	\$920	\$3,960	\$6,300	\$9,920	\$0	\$15,400	\$180						\$36,680
	Direct Expenses												\$1,500	\$1,500
	Sub Consultant								\$19,838	\$13,800				\$33,638
	SubTotal	\$920	\$3,960	\$6,300	\$9,920	\$0	\$15,400	\$180	\$19,838	\$13,800	\$0	\$0	\$1,500	\$71,818
Task 5.3 - Pump Station Bidding Assistance	Task Hours	0	6	12	16	0	0	0						34
	Task Cost	\$0	\$1,320	\$2,100	\$2,480	\$0	\$0	\$0						\$5,900
	Direct Expenses													\$0
	Sub Consultant													\$0
	SubTotal	\$0	\$1,320	\$2,100	\$2,480	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,900
Task 5.4 - Pump Station Construction and Commissioning	Task Hours	4	32	121	164	0	12	2						335
	Task Cost	\$920	\$7,040	\$21,175	\$25,343	\$0	\$1,680	\$180						\$56,338
	Direct Expenses											\$500		\$500
	Sub Consultant								\$9,919	\$2,300				\$12,219
	SubTotal	\$920	\$7,040	\$21,175	\$25,343	\$0	\$1,680	\$180	\$9,919	\$2,300	\$0	\$0	\$500	\$69,056
Total Task Cost Estimate													\$158,134	
SUMMARY	Total LSCE Hours	108	148	429	382	120	146	20						1353
	Total LSCE Cost	\$24,840	\$32,560	\$75,075	\$59,133	\$20,400	\$20,440	\$1,800						\$234,248
	Total Sub-consultant Cost								\$29,756	\$16,100	\$33,120	\$10,350		\$89,326
	Direct Expenses												\$4,350	\$4,350
Total Cost Estimate													\$327,924	



500 FIRST STREET • WOODLAND, CA 95695

2021-2022 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$235/hr.
Principal Professional.....	\$230/hr.
Supervising Professional	\$220/hr.
Senior Professional	\$175 to 200/hr.
Project Professional	\$155 to 175/hr.
Staff Professional	\$140 to 155/hr.

Technical

Engineering Inspector	\$140/hr.
ACAD Drafting/GIS	\$140/hr.
Engineering Assistant.....	\$115 to 140/hr.
Scientist.....	\$115 to 140/hr.
Technician.....	\$115 to 140/hr.

Clerical Support

Word Processing, Clerical.....	\$90/hr.
Digital Communications Specialist	\$90/hr.
Project Admin/Accounting Assistant	\$90/hr.

Vehicle Use	\$0.58/mi.
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

* Engineer, Geologist, Hydrogeologist, and Hydrologist