

 <p><b>McKINLEYVILLE</b> COMMUNITY SERVICES DISTRICT</p>	<p align="center"><b>McKinleyville Community Services District</b></p> <p align="center"><b>Request for Qualifications</b></p> <p align="center"><b>McCluski Tank Replacement Project</b></p> <p align="center">Engineering, Environmental Review and Compliance, Permitting, Construction Management, and Grant Program Management</p>
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## Part 1 Invitation

The McKinleyville Community Services District (District) through this Request for Qualifications (RFQ) seeks to select a qualified consulting firm (Consultant) to provide engineering and other consulting services for the replacement of two existing redwood tanks with two new 200,000 gallon bolted steel tanks. Consultants are encouraged to submit a Statement of Qualifications (SOQ) in accordance with the requirements outlined below.

## Part 2 Project Overview

The District intends to replace a 100,000-gallon and a 150,000-gallon redwood tanks with two 200,000 gallon water storage tanks. The District is a wholesale purchaser of water from the Humboldt Bay Municipal Water District (HBMWD). Water from HBMWD is piped under the Mad River and delivered to the District at its Ramey Pump Station. From there it is distributed to the District's water system that consists of four pressure zones, six existing storage tanks, two booster stations, and about 84 miles of distribution piping.

The new storage tanks will be constructed at the District's McCluski or Hewitt tank site. A booster pump station located at the District's Cochran Tank Site, located just north of the McCluski tank site, pumpwater from the Cochran water storage tanks to the McCluski tanks to provide water to the houses located on McCluski Hill along west end of Hewitt Road, Sunny Grove and Hunts Drive. The new tanks will replace the existing tanks; however, given site constraints, one redwood tank will have to be taken off-line, deconstructed, a new tank constructed and brought on-line, the second redwood tank dismantled, and the second steel tank constructed and brought on-line.

The project is being funded in part by a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant being administered by the California Governor's Office of Emergency Services (Cal OES). Project activities must adhere to the requirements of both federal and state agencies related to the Hazard Mitigation Grant Program, National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

The project will be divided into two phases. Phase One activities will include topographic surveys, a geotechnical study, development of preliminary design documents, environmental and cultural resources site surveys. Phase Two activities include those associated with final

design, permitting, contractor selection, and construction.

## Part 3 Scope of Services

The McCluski Tank Replacement Project will require the Consultant to provide preliminary design, surveying, detailed design, geotechnical investigations, site surveys, environmental review and compliance, CEQA permitting, NPDES permitting, bidding, construction support services, and grant program management as required for the project's Phase One and Phase Two divisions of work. **Attachment A** provides additional detail for the anticipated scope of services.

Note that **Attachment A** is the scope submitted with the Grant Application and discusses that the existing 100,000-gallon and 150,000-gallon redwood tanks will be replaced with two 125,000-gallon bolted steel tanks. This is because the Hazard Mitigation Grant program typically will not allow for expanded facilities to be funded by the grant. It is the District's intent to replace the tanks with two 200,000-gallon tanks, and the District will cover the cost difference between the 125,000-gallon and 200,000-gallon tanks. This will require additional bid items, details, etc. to be able to separate out these additional costs.

## Part 4 SOQ Requirements

### 4.1 SOQ Contents

The SOQ shall include the following items:

1. Table of Contents

2. Cover Letter

Provide a cover letter, maximum length of 2 pages, indicating the Consultant's interest and summary of qualifications. Include Consultant's name, office location and years in operation. Include name and contact information for the officer authorized to represent the firm for any correspondence and negotiations.

3. Project Understanding and Approach

Summarize the Consultant's understanding of the services to be performed and specific challenges that are related to the delivery of the anticipated Scope of Services.

Approach section should include:

- How the Consultant will address the identified project challenges
- Project Management highlighting communication plan, schedule management and how the consultant will integrate the District into the overall process of design
- Quality Assurance and Quality Control

4. Experience and Qualifications of Firm

Describe qualifications of Consultant's firm and specific experience within the last 5 years providing similar services to those anticipated for this project. Include information related to Consultant's firm with state and federal grant funded projects. Provide

descriptions (size, type, year, amount, and location) of five similar projects complete with contact information (name, title, phone number, and e-mail address) for each reference project provided.

Provide a project organization chart showing each team member who would be assigned to the project. Identify key team members who Consultant feels would be critical to the success of the project and describe how each will contribute to the project. Provide examples of project assignments in which they have played a similar role.

#### 5. Proposed Project Manager References

Provide a list of no fewer than three references to check the performance of the team member identified as the proposed project manager in the SOQ.

#### 6. Appendices

- a. Resumes. Provide resumes, limited to two pages each, for all proposed team members who would be assigned to the project.
- b. Professional Services Agreement: A sample of the District's Professional Services Agreement is attached to this RFQ (Attachment B). SOQs must include any objections Consultant may have with the District's contract template and provide an explanation of the inability to comply with the required term(s). Submission of a SOQ without objections constitutes Consultant's approval and agreement to execute an agreement in the form of Attachment B.

### 4.2 Page Limit

SOQ shall be limited to a total of 12 pages which shall be numbered in consecutive order. The page limit excludes the SOQ cover, table of contents, cover letter, section dividers, and resumes. SOQs shall be submitted on 8½ by 11 pages only with each double-sided sheet counted as 2 pages.

### 4.3 SOQ Submittal Requirements

Consultants who wish to be considered for selection to provide services for this project must submit three (3) hard copies of the complete SOQ and a complete electronic pdf version on a flash drive in a sealed envelope and labeled with:

- Submitting firm's name and address
- "Statement of Qualifications for Engineering Services for MCSD McCluski Tank Replacement Project."
- SOQ due date and time as specified in the Consultant Selection Schedule below

The sealed SOQ envelope shall be placed in a separate envelope and sent to the following:

Statement of Qualifications for McCluski Tank Replacement Project  
Attn: Patrick Kaspari, General Manager  
McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, CA 95519

SOQs must be received in the office listed above. SOQs received after the deadline specified in the Consultant Selection Schedule below, regardless of postmark date, will be rejected.

SOQs and materials submitted in response to this RFQ will become the property of the District and will not be returned. The District is not responsible for any costs incurred in the preparation of responses to this RFQ.

### 4.3 Questions and Addenda

Questions regarding this RFQ must be submitted in writing, by e-mail only, to James Henry, Operations Director, at [jhenry@mckinleyvillecsd.com](mailto:jhenry@mckinleyvillecsd.com) by the deadline shown in the Consultant Selection Schedule below. Questions will be responded to in writing. Written summaries of all questions and answers will be distributed to each consultant. Addendum will be issued, if necessary, and posted to the District's website.

Site visits are available upon request. Requests shall be in writing via e-mail and directed to James Henry, Operations Director, at [jhenry@mckinleyvillecsd.com](mailto:jhenry@mckinleyvillecsd.com).

## Part 5 Schedule

### 5.1 Project Schedule

The followings is a preliminary schedule for the project:

<b>Event</b>	<b>Date</b>
Notice to Proceed with Phase One	May 2023
Consultant completes Phase One work	December 2023
NEPA review	January 2024 through December 2024
Notice to Proceed with Phase Two work	January 2025
Detailed design	January 2025 through December 2025
Bid project	January 2026
Execute construction contract	March 2026
Construction	March 2026 through June 2027
Phase Two final completion	July 2027

The preliminary project schedule is subject to review of site surveys and FEMA Environmental and Historic Preservation review for Phase Two activities and NEPA required project conditions. It is also dependent on obligation of Phase Two funding from FEMA and Cal OES.

## 5.2 Consultant Selection Schedule

The following schedule has been established for the Consultant selection process. The District reserves the right, however, to modify this schedule as needed.

<b>Event</b>	<b>Date</b>
Issue RFQ	March 8, 2023
Deadline to submit questions	March 24, 2023 (5:00 p.m.)
Deadline for addenda to be issued	March 29, 2023
Deadline to submit SOQ	April 7, 2023 (3:30 p.m.)
Selection Committee review	April 7 through April 12, 2023
Notify apparent most qualified Consultant	April 13, 2023
Selected Consultant submits scope of work and fee	April 25, 2023 (5:00 p.m.)
District Board approval of contract	May 3, 2023
Execute Consultant contract	May 4, 2023

## Part 6 Selection, Award, and Contract Negotiation

### 6.1 Selection Process

Consultants are responsible for the completeness of the SOQs submitted. SOQs that do not contain information required by this RFQ may be rejected as non-responsive.

The District will establish a selection committee to review submitted SOQs that have been found to be responsive. The committee will score these SOQs against the stated criteria and weighting described below. SOQs will then be ranked according to score with the apparent most qualified Consultant being the one receiving the highest score.

The District reserves the right to request interviews of the top ranked firms. Should interviews be required, those Consultants participating in the interview process will have their SOQs rescored and the final rankings will be based on those scores.

The District reserves the right to withdraw this RFQ or modify the schedule at any time. The District also makes no representation that a contract will be awarded to any firm responding to this RFQ. The District reserves the right to reject any and all SOQs, to waive irregularities in any SOQ or the RFQ procedure and to be the sole judge of responsiveness to this RFQ.

### 6.2 Selection Criteria

The District's selection committee will score responsive SOQs according to the following criteria:

<b>Criteria</b>	<b>Points Possible</b>
1. Understanding of the project and proposed approach	25
2. Qualifications and experience on similar projects	25
3. Key personnel qualifications	20
4. Project manager references	15
5. Experience with federal grant funded projects	15
<b>Total Points Possible</b>	<b>100</b>

### 6.3 Contract Negotiation

Once a tentative selection has been made by the selection committee, the District will attempt to negotiate a contract with the selected Consultant. If the negotiations are not successful, the District will terminate negotiations with the selected Consultant and will begin to negotiate with other qualified consultants in the order of their respective SOQ ranking (from highest to lowest) until an agreement is reached, or the District decides to terminate the selection process.

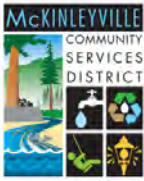
## Part 7 Attachments

Attachment A: Scope of Services from Hazard Mitigation Grant Application

Attachment B: Professional Services Agreement

Attachment C: Supporting Documents

**Attachment A:**  
**Scope of Services from Hazard  
Mitigation Grant Application**



# McKinleyville Community Services District Seismic Retrofit of McCluski Redwood Tanks - Scope of Work

## 1. Introduction

The proposed mitigation project, the McKinleyville Community Services District Seismic Retrofit of the McCluski Redwood Tanks Project (Project) will retrofit existing vulnerable potable water storage tanks through replacement with two seismically resilient steel storage tanks to address seismic hazards and loss of potable water and associated services to a portion of the McKinleyville Community Services District (MCSD or District) in Northern California.

The Project involves the retrofit through replacement of the existing two redwood-constructed water tanks located on McCluski Hill in the community of McKinleyville. The two new 125,000-gallon bolted steel water tanks with seismically supportive concrete pad foundations will replace the existing 250,000 gallons of total storage at the site in-kind. This solution was determined to be the most cost-effective respective of materials and constructability and maximizes the system resiliency. These tanks represent the only potable water supply for an estimated 900 people located in a separate water pressure zones served by the tanks, and the replacement of these tanks will ensure continued potable, wastewater, and firefighting water resources for at least the next 50 years.

### 1.1 Background

MCSD currently supplies domestic water to the community of McKinleyville. This proposed tank retrofit project intends to build on the hazard mitigation upgrades to the water supply system serving the McKinleyville community by mitigating earthquake hazards posed to the redwood water tanks, which were constructed under old building codes, and which lack modern seismic resiliency.

The two existing 100,000 gallon and a 150,000 gallon redwood tanks located on McCluski Hill are two of six water tanks that serve the District. The 100,000 gallon tank was constructed in 1972 under the California Building Code at the time, for which seismic provisions were not mandatory. Construction of the tank, foundation, and pad occurred prior to the 1975 lateral force requirement additions. The 150,000 gallon tank was constructed in 1982. And thus both tanks were built prior to the amendment of the Uniform Building Code in 1994 to include seismic safety provisions to address issues recognized in the 1994 Northridge Earthquake. For current condition of the tanks, a moderate to strong earthquake will likely generate significant damage to an extent that renders the tanks unsafe to store water. In addition, the tanks themselves present a hazard as a failure of one during a seismic event will result in damage to the other and could cause significant damage to nearby homes that are downhill from the tanks. There are approximately 10 homes within the immediate downstream area of the Tanks with the closest one less





than 100 feet away. Damage to the McCluski Tanks as a result of a seismic event will result in the loss of water, wastewater, and fire protection service to approximately 900 people as well as potential structure damage to nearby homes.

The Humboldt County Operational Area Hazard Mitigation Plan (HCOAHMP, January 2020) supports the earthquake vulnerabilities, highlighting that Humboldt County is located within the two highest of five seismic risk zones specified by the California Building Code and offshore Cape Mendocino has the highest concentration of earthquake events anywhere in the continental United States.

## **1.2 General Methodology**

The implementation of the Project is relatively straight forward. Work will be supported by a private consulting engineering firm selected by a competitive qualifications-based process in accordance with Federal procurement requirements. The Project will be carried out at the existing water tank site. Once the contract documents have been signed, insurance and bonds obtained, notice to proceed issued, schedule presented, and preliminary submittals approved, the project construction would begin. The construction of the tanks will be phased to ensure one tank is fully operational at all times. The project will include excavation for the water tank pads. The excavator along with hand tools would be used to excavate the sub grade to a depth of approximately 36". Structural fill would then be placed to a depth of 8" with a relative compaction of 95%, followed by 4" of class 2 base rock. The forms would then be set up for the pour and rebar and conduits set prior to pouring concrete for the tank pad foundation. The total depth of excavation for the concrete pad is approximately 3 feet and total estimated area of excavation is approximately 2,000 square feet per tank. Once the foundation is set in place the water tank will be installed and connected to distribution system. The components would then be tested and disinfected. Operators could be trained on equipment use during testing. Lastly the site will be cleaned and equipment demobilized from the site.

## **2. Project Scope**

This section presents a detailed description of the tasks necessary to complete the retrofit project. The project will be split into three phases: the Pre-Award Phase will consist of the activities pertaining to application development and requests for information during the application evaluation; the Phase 1 Grant Period of Performance will consist of activities pertaining to achieving NEPA compliance and completion of CEQA documents, and 65% design; and Phase 2 Grant Period of Performance will contain all activities pertaining to final design, construction management services, construction, and project and grant closeout. The estimated total duration of the proposed project is 36 months from when the Phase 1 funding is awarded.

### **2.1 Pre-Award Phase**

The pre-award phase will include preparation of the Hazard Mitigation Grant including the HMGP DR-4558 Application, Supporting Environmental Documentation, Scope of Work, and project costs. Also included within this task is the effort to respond to Requests for Information during the Cal OES and FEMA



review period, prior to grant award. The deliverables for this task are the completed grant application and response to RFIs.

## **2.2 Phase 1 Grant Period of Performance**

Phase 1 will consist of preliminary design and environmental investigation sufficient to allow FEMA to perform NEPA prior to releasing full project funding. The Phase 1 scope will include the topographic survey, preliminary engineering design, geotechnical evaluation, and support for the CEQA and NEPA processes.

### **Task 1 - Project Management**

This task consists of the project management performed by the team to coordinate subcontractors and discuss technical aspects of the project with the District, CalOES, and Regulatory Agencies. This includes regular project updates, responses to Requests for Information relating to technical design or environmental data, and project updates to the District Board.

- *Task 1: Milestones: Regular Project Updates to the MCSD Board*
- *Task 1 Duration: 36 months during funding of Grant Period of Performance*

### **Task 2 - Survey, Geotech, and Preliminary Design**

#### ***Sub-Task 2.1 - Topographic Survey***

Topographic survey information at the tank site will be collected. A preliminary topographic survey giving elevation contours and locations of structures will be required to allow for preliminary design of the project. It is anticipated that the survey coverage will include the existing redwood tank areas and at anticipated equipment and material staging areas. Ground features including grade breaks and ground shots sufficient to create a digital terrain model will be determined. Topographic survey will include structures, paved areas, underground utilities, fences, trees 12" and larger, and other miscellaneous topographic items will also be shown on the survey. The survey will be used to create a base map suitable for development of the final preliminary design, 65% design, and preparation of final design plans.

- *Sub-Task 2.1 Milestones: Completion of topographical survey*
- *Sub-Task 2.1 Duration: 2 months*

#### ***Sub-Task 2.2 - Geotechnical Evaluation***

A site-specific geotechnical report will be completed for the water tank site to develop appropriate parameters for design for the tank foundation. The analysis will include a site geotechnical evaluation, in which soil borings will be taken, to determine, soil/geological stability, and soil pore pressure to assure appropriate parameters are used in the design of the new tank foundation. A Humboldt County Environmental Health Permit will be obtained for the borings. Construction requirements resulting from the geotechnical investigation will be included on the plans and specifications. A geotechnical memorandum will be prepared summarizing the fieldwork, analysis, and recommendations.

- *Sub-Task 2.2 Milestones: Completion of Geotechnical Memorandum*
- *Sub-Task 2.2 Duration: 3 months*



### **Sub-Task 2.3 - 65% Engineering Design**

Under this task, a preliminary project design will be developed to the level needed for CEQA/ NEPA analysis. A final Area of potential effects will be developed for the special studies. The Preliminary design will then be expanded to the 65% completion level in this phase. The intent of the 65% plans is to address comments from the preliminary design submittal and provide a complete set of design plans. An Opinion of Probable Construction costs will be developed based on the 65% design plans.

- *Task 2.3 Milestones: 65% Engineering Design Documents*
- *Task 2.3 Duration: 6 Months*

### **Task 3 - NEPA Support and CEQA Categorical Exemption**

Under this task, the Project Team will work with FEMA to supply supporting environmental documents for the NEPA process. This task also includes one site visit to show the project to the FEMA NEPA team. Supplemental work is anticipated to include a non-protocol level biological survey, cultural resources survey, and provision of maps for use by FEMA contractors in the NEPA process. The biological resources assessment will cover the project work areas and staging area, encompassing less than a half an acre. The non-protocol level biological survey will be conducted prior to construction to delineate any wetlands, and to identify potential adverse impacts to wildlife and to identify if consultation with USFWS is necessary. It is assumed that there are no wetlands onsite and that a Clean Water Act Section 404 permit and Section 401 certification will not be required. It is assumed that the project will not result in any adverse impacts to ESA or CESA listed species and that no formal Section 7 consultation with USFWS or CDFW will be required.

Based on the components of the project, the CEQA environmental document is anticipated to be a Categorical Exemption, due to the project meeting CEQA Guidelines Article 18 Sections 15303 – New Construction or Conversion of Small Structures, and 15304 – Minor Alterations in Land Use Limitations. A Notice of Exemption (NOE) will be developed, including a short Project Description based on the environmental evaluations conducted, include appropriate exemption citations, and submit the form to the Humboldt County Planning Department

- *Task 3 Milestone: Certified NEPA Document, CEQA Notice of Exemption*
- *Task 3 Duration: 5 Months*

## **2.3 Phase 2 Grant Period of Performance**

After NEPA is completed and full project funding is approved, the construction phase will include final engineering design, construction management services, construction, and project closeout activities.

### **Task 4 - Final Survey and Engineering Design**

#### **Sub-Task 4.1 - 90% Engineering Design**

After comments are received from the 65% design submittal, the project team will prepare 90% design plans and technical specifications. The intent of the 90% plans is to address comments from the preliminary design submittal and provide a complete set of design plans. An Opinion of Probable Construction costs will be submitted based on the 90% design plans.



- *Task 4.1 Milestones: 90% Project Construction Documents (plans, technical specifications, and engineer's opinion of probable cost)*
- *Task 4.1 Duration: 5 months*

#### **Sub-Task 4.2 - Final Bid Ready Plans and Specifications**

The Final Design task consists of all work necessary to develop construction implementation documents including the final design plans, technical specifications, and opinion of probable construction cost. The project team will prepare design drawings and technical specifications completed ready for public bidding. The drawings will be updated based on comments received on the 90% drawings. The Project Team will also prepare an Opinion of Probable Construction costs to be submitted with the 100% design plans.

- *Task 4.2 Milestones: Final Project Construction Documents (plans, technical specifications, and engineer's opinion of probable cost) stamped by a licensed engineer*
- *Task 4.2 Duration: 4 months*

#### **Task 5 - Bid Period Services**

The project be publicly let out for bid, and a construction contractor will be selected per a bid process in conformance with State and Federal requirements. Bid period services include advertising bids, responding to contractor questions and comments, conducting site visits, conducting the bid opening, reviewing contractor bids, and preparing the letter of recommendation for award, once all the Contractor certification have been checked.

- *Task 5 Milestones: Construction Contract Documents issued (Notice of Award, Contract, and Notice to Proceed),*
- *Task 5 Duration: 3 months*

#### **Task 6 - Construction Management Services**

The Construction Management Services task includes all support services necessary to bid and manage the implementation of the project. Construction will be overseen by the selected engineering firm, and they will be responsible for ensuring compliance with contract documents, measuring quantities, approving pay requests, responding to requests for information, processing contract change orders, and documenting the construction for the final reports. The services included in this task assume one (1) construction season and one (1) bid package. The following sub-tasks will be completed as part of this task.

- Construction Management
  - Daily On-site Observation
  - Biological Clearance Surveys
  - Design Support During Construction
- 
- *Task 6 Milestones: Construction Contract Documents issued (Notice of Award, Contract, and Notice to Proceed),*
  - *Task 6 Duration: 13 months*



## **Task 7 - Construction**

This task is for construction of the project by a licensed contractor. The proposed project features the construction and installation of two 125,000-gallon bolted-steel water tanks with a concrete footing built within the same tank site boundary of the existing 100,000-gallon and 150,000-gallon redwood tanks.

The implementation of the Project is relatively straight forward. Work will be supported by a private consulting engineering firm selected by a competitive qualifications-based process in accordance with Federal procurement requirements. The Project will be carried out at the existing water tank site. Once the contract documents have been signed, insurance and bonds obtained, notice to proceed issued, schedule presented, and preliminary submittals approved, the project construction would begin. The construction of the tanks will be phased to ensure one tank is fully operational at all times. The project will include excavation for the water tank pads. The excavator along with hand tools would be used to excavate the sub grade to a depth of approximately 36". Structural fill would then be placed to a depth of 8" with a relative compaction of 95%, followed by 4" of class 2 base rock. The forms would then be set up for the pour and rebar and conduits set prior to pouring concrete for the tank pad foundation. The total depth of excavation for the concrete pad is approximately 3 feet and total estimated area of excavation is approximately 2,000 square feet per tank. Once the foundation is set in place the water tank will be installed and connected to distribution system. The components would then be tested and disinfected. Operators could be trained on equipment use during testing. Lastly the site will be cleaned and equipment demobilized from the site.

The construction project includes mobilization to the site including set up of temporary signage, and traffic control planning. The project includes minor site grading, installation of site piping, tank foundation construction, tank erection, tank disinfection and installation of cathodic protection and telemetry.

The following sub-tasks will be completed as part of this task.

- *Task 7 Milestones: Completion of Construction Project Components*
- *Task 7 Duration: 13 months (Some activities will be concurrent, from start to finish construction is expected to take up to 14 months)*
  - *Sub-Task 7.1 – Contractor Mobilization; Duration 1 month*
  - *Sub-Task 7.2 – Secure Bolted Steel Water Tanks for installation including shop drawing approval, manufacture, and delivery; Duration 4 months*
  - *Sub-Task 7.3 – Erosion and Sediment Control; Duration 12 months*
  - *Sub-Task 7.4 – Tank 1 Deconstruction; Duration 1 month*
  - *Sub-Task 7.5 – Site Piping and Appurtenances; Duration 2 months*
  - *Sub-Task 7.6 – Foundation installation for Tank 1; Duration 1 month*
  - *Sub-Task 7.7 – Tank 1 Erection, including cathodic protection system; Duration 2 months*
  - *Sub-Task 7.8 – Tank 1 Disinfection and system pressure testing; Duration 1 month*
  - *Sub-Task 7.9 – Tank 2 Deconstruction; Duration 1 month*
  - *Sub-Task 7.10 – Foundation Installation Tank 2; Duration 1 month*
  - *Sub-Task 7.11 – Tank 2 Erection, including cathodic protection system; Duration 2 months*
  - *Sub-Task 7.12 – Tank 2 Disinfection and system pressure testing; Duration 1 months*
  - *Sub-Task 7.13 – Contractor Demobilization; Duration 1 month*



### **Task 8 - Construction Project Closeout**

This task includes the required documentation, reports, notices, drawings, and monitoring to complete the project. The project team would prepare final project closeout documents (Deliverables) including photographs, observation logs, submittals, and meeting notes. In addition, a Notice of Completion would be prepared for approval by the District and submitted to the County for Recording. The project team would prepare and transmit Record Drawings (As-builts) to the District, incorporating any noted changes, change orders or other changes deemed necessary and provide hard copies.

- *Task 8 Milestone: Project Record Drawings, Complied Site Observation Daily Reports and Photographs, Project Notice of Completion filed with the County Clerk*
- *Task 8 Duration: 1 month*

### **Task 9 - Grant Closeout**

This task includes the required documentation, reports, and notices to complete the project close out with Cal OES and FEMA.

- *Task 9 Duration: 3 months*

**Attachment B:**  
**Professional Services Agreement**

McKinleyville Community Services District  
PO Box 2037, McKinleyville California 95519  
Telephone (707) 839-3251 - FAX (707) 839-8456

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered between the parties listed below as of the date(s) set forth below. For your protection, make sure that you read and understand all provisions before signing. The terms recited as sections a through u on Pages 3 through 7 are incorporated in this document and, along with this page, constitute material terms and conditions of the Agreement between the parties.

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Agreement No. \_\_\_\_\_

The undersigned Consultant offers to furnish the following services (the "Services"):

As described in the proposal submitted by Consultant dated DATE HERE, which is attached hereto as **Exhibit A** and incorporated herein by reference. The Services shall be provided on a time and materials basis not to exceed the amounts described in **Exhibit B**, which is attached hereto and incorporated herein by reference. The scope of work for this project includes the following:

Contract Price: Not To Exceed \$  
Payment Intervals Monthly  
Completion Date



Instructions: Sign and return original. Upon acceptance by McKinleyville Community Services District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: McKinleyville CSD

Consultant:

\_\_\_\_\_  
(Business Name)

By Patrick Kaspari

By \_\_\_\_\_

Title General Manager

Title \_\_\_\_\_

Other authorized representative(s):  
  
\_\_\_\_\_

Other authorized representative(s):  
  
\_\_\_\_\_

Consultant agrees with McKinleyville Community Services District that:

- a. **Indemnification.** To the fullest extent permitted by law and consistent with California Civil Code §2782.8(a), Consultant will, indemnify, defend, and hold harmless McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers (collectively "District") from and against all claims, demands and damages of all persons and entities that arise out of the Consultant's negligent acts or omissions, recklessness, or willful misconduct in the performance (or non-performance) of the Services under this Agreement. Consultant shall not be obligated to defend or indemnify the District from and against all claims, demands and damages that arise out of, pertain to, or relate to the District's own negligent acts or omissions, recklessness, or willful misconduct or the negligent acts or omissions, recklessness, or willful misconduct of others.
- b. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances.
- c. **Workers Compensation Insurance.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant will comply with such provisions before commencing the performance of the professional services and work under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all Services covered by this Agreement.
- d. **Professional Liability Insurance.** Consultant will file with McKinleyville Community Services District, before beginning professional services, a certificate of insurance satisfactory to the McKinleyville Community Services District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to McKinleyville Community Services District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract Services. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant provides insurance coverage deemed appropriate by Consultant for the role of the subconsultant under this contract.
- e. **Insurance Certificates.** Consultant will file with McKinleyville Community Services District, before beginning professional services, certificates of insurance satisfactory to McKinleyville Community Services District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed

operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability requiring 30 days (10 days for non-payment of premium) notice of cancellation to McKinleyville Community Services District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by McKinleyville Community Services District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant has in place levels of insurance deemed appropriate by the Consultant for the risk associated with the role of each subconsultant under this contract.

- f. **Renewal Certificates.** If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to McKinleyville Community Services District at least ten (10) days prior to the expiration date.
- g. **General Manager Authority.** Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of McKinleyville Community Services District.
- h. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance of a written invoice by McKinleyville Community Services District.
- i. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- j. **Amendments and Modifications.** Any change in the scope of the professional Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by McKinleyville Community Services District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.
- k. **Representations.** Consultant represents that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services. Consultant also represents that the Services shall be completed in accordance with this Agreement. Consultant further represents that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, and hold harmless McKinleyville Community Services District from and against any and all

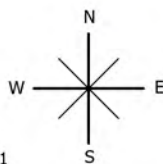
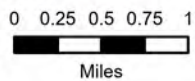
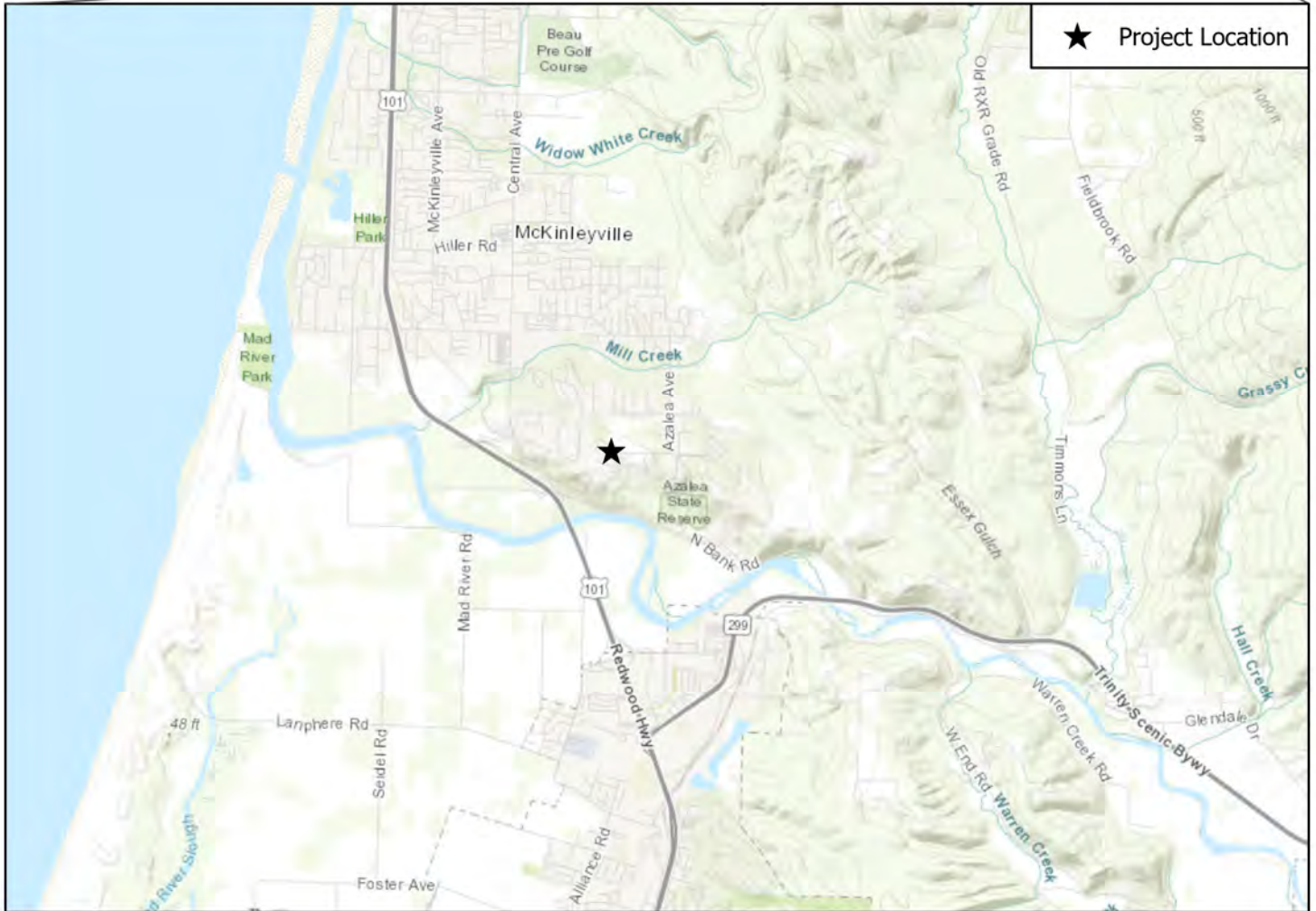
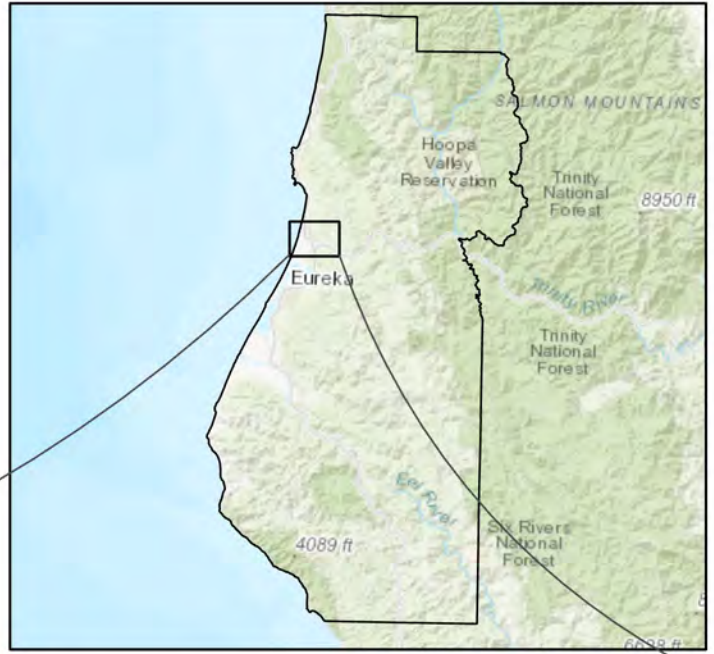
claims and causes of action based on infringements thereof. These representations shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by McKinleyville Community Services District against Consultant relating to the Services.

- Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by McKinleyville Community Services District in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the McKinleyville Community Services District.
- Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all sub-consultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice.
- Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.
- Termination.** McKinleyville Community Services District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, McKinleyville Community Services District's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by McKinleyville Community Services District, and if Consultant is not in default, McKinleyville Community Services District shall pay to Consultant (a) the prorata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at McKinleyville Community Services District's option, pass to McKinleyville Community Services District.

- p. **Default.** Upon any default by Consultant hereunder, or in the event of proceedings by or against Consultant in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, McKinleyville Community Services District may, at its option, terminate this Agreement without penalty or liability (except for payment for any Services completed and accepted by McKinleyville Community Services District). Consultant shall be liable to McKinleyville Community Services District for all expenses incurred by McKinleyville Community Services District in finishing the Services and any damage incurred through any default, which at the option of McKinleyville Community Services District, may be charged against any amounts due from McKinleyville Community Services District to Consultant hereunder, but Consultant's liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available at law or in equity. Neither party shall be in default of this Agreement until such party has received three (3) days written notification (except in the instance of a health or safety concern, in which case failure to immediately remediate the health or safety violation shall be grounds to declare a default of this Agreement), and an opportunity to cure, or in the case of an alleged default which requires more than three (3) days to cure, a reasonable time so long as the alleged defaulting party commences the remediation of the default immediately, and thereafter diligently prosecutes the same to completion.
- q. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by first class, United States mail, with postage prepaid, to McKinleyville Community Services District, **PO Box 2037, McKinleyville California 95519, Attention: Patrick Kaspari**, and to Consultant at the address set forth below its signature, or at any other address that may be given by either party to the other in the manner provided above. Notices delivered personally or sent by overnight courier shall be deemed delivered upon receipt. Notices delivered by mail shall be deemed delivered upon the earlier of (i) receipt or (ii) the date five (5) U.S. mail delivery days after the notice was placed in the United States mail as provided above.
- r. **Headings.** All section headings are provided for convenience only, and shall not be deemed to constitute material terms and conditions of this Agreement.
- s. **Interpretation.** Both Consultant and McKinleyville Community Services District are deemed to have jointly participated in the negotiation and preparation of this Agreement. Consequently, both Consultant and McKinleyville Community Services District are considered to have drafted this Agreement in equal parts and, if any ambiguity is found to exist, all rules of law and evidence requiring ambiguities to be interpreted to the detriment of the drafting party shall not apply.
- t. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or District of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

- u. **MUTUAL UNDERSTANDING OF SERVICES.** McKinleyville Community Services District and Consultant agree that the purpose of value engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by the McKinleyville Community Services District and their other professional advisors. Both parties understand that as a part of these services, Consultant does no design work and makes no project decisions. McKinleyville Community Services District and Consultant agree that Consultant will be liable to the McKinleyville Community Services District only for damages arising from Consultant's negligence in the performance of the Value Analysis or Value Engineering work itself, and only to the extent that such negligence directly damages the McKinleyville Community Services District.

# **Attachment C: Support Documents**



**McKinleyville Community Services  
District Seismic Retrofit of McCluski  
Redwood Tanks HMGP DR-4558-409**

Project No. -  
Revision No. -  
Date **March 2023**

**Vicinity Map**

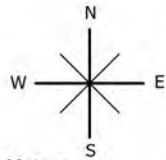
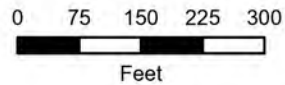
**Figure 1**

Horizontal Datum: North American 1983  
Grid: NAD 1983 StatePlane California 1 FIPS 0401  
Meters





Tank Retrofit  
 [Hatched Box] Staging Area  
 [Yellow Box] Project Site



Horizontal Datum: North American 1983  
 Grid: NAD 1983 StatePlane California 1 FIPS 0401 Meters



McKinleyville Community Services District  
 Seismic Retrofit of McCluski Redwood  
 Tanks HMGP DR-4558-409

Project No. -  
 Revision No. -  
 Date March 2023

Site Map

Figure 2



Photo 1 - View of Site facing northwest, both existing redwood tanks



Photo 2 - View of Site facing south north, existing 150,000-gallon redwood tank

## Site Photographs



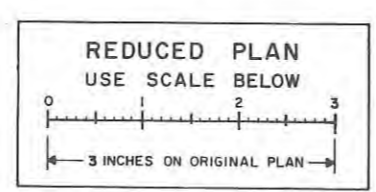
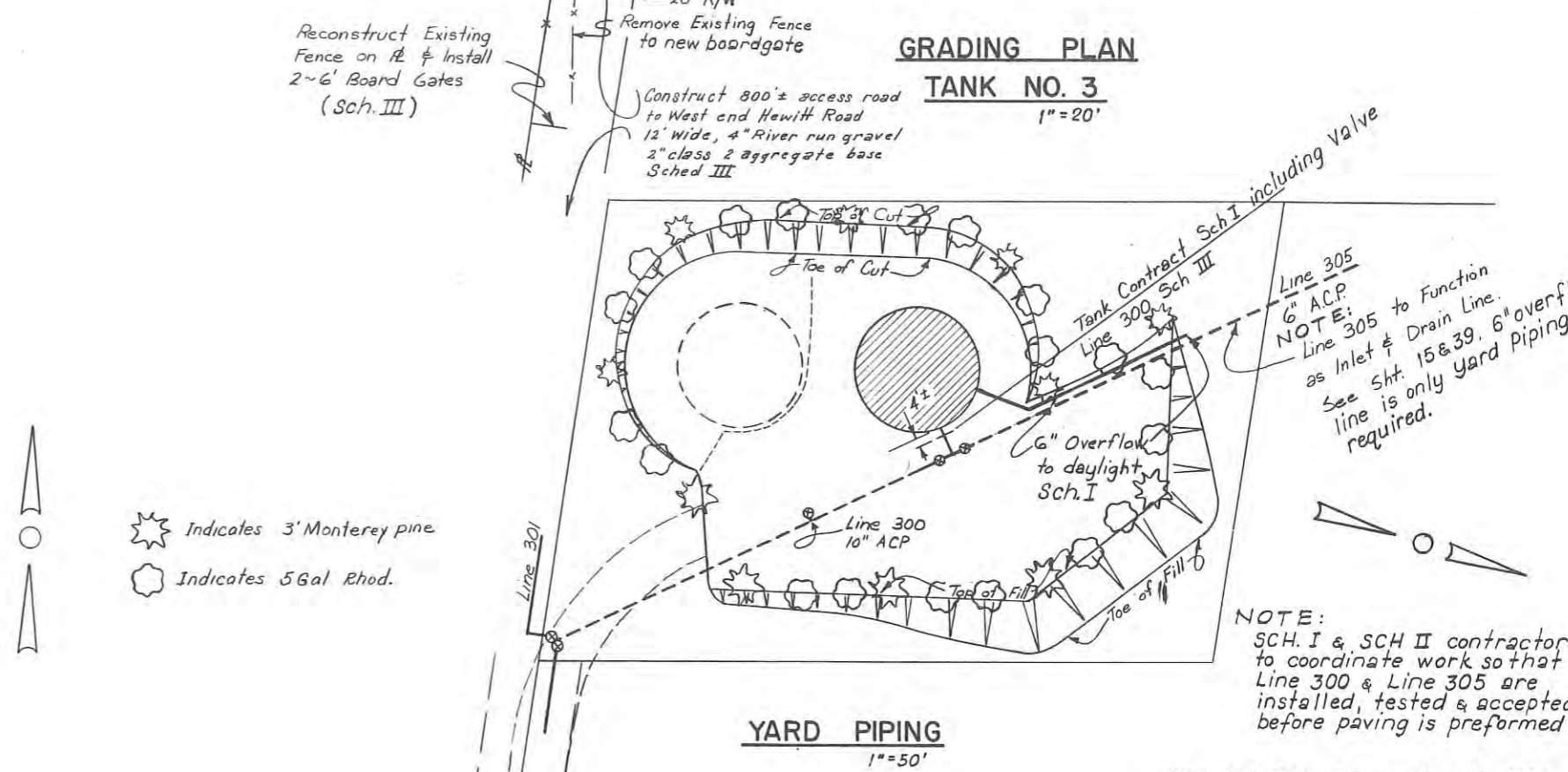
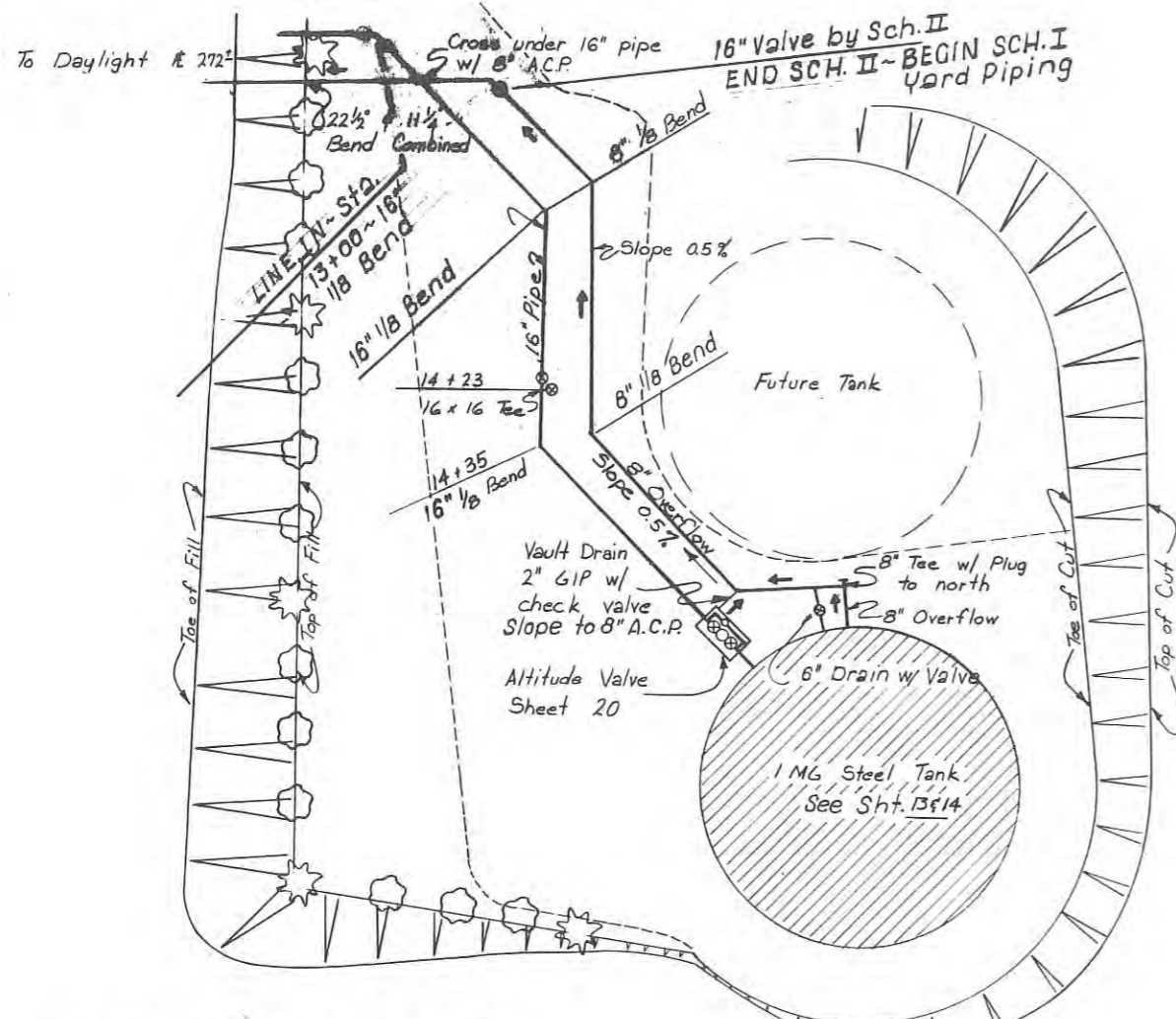
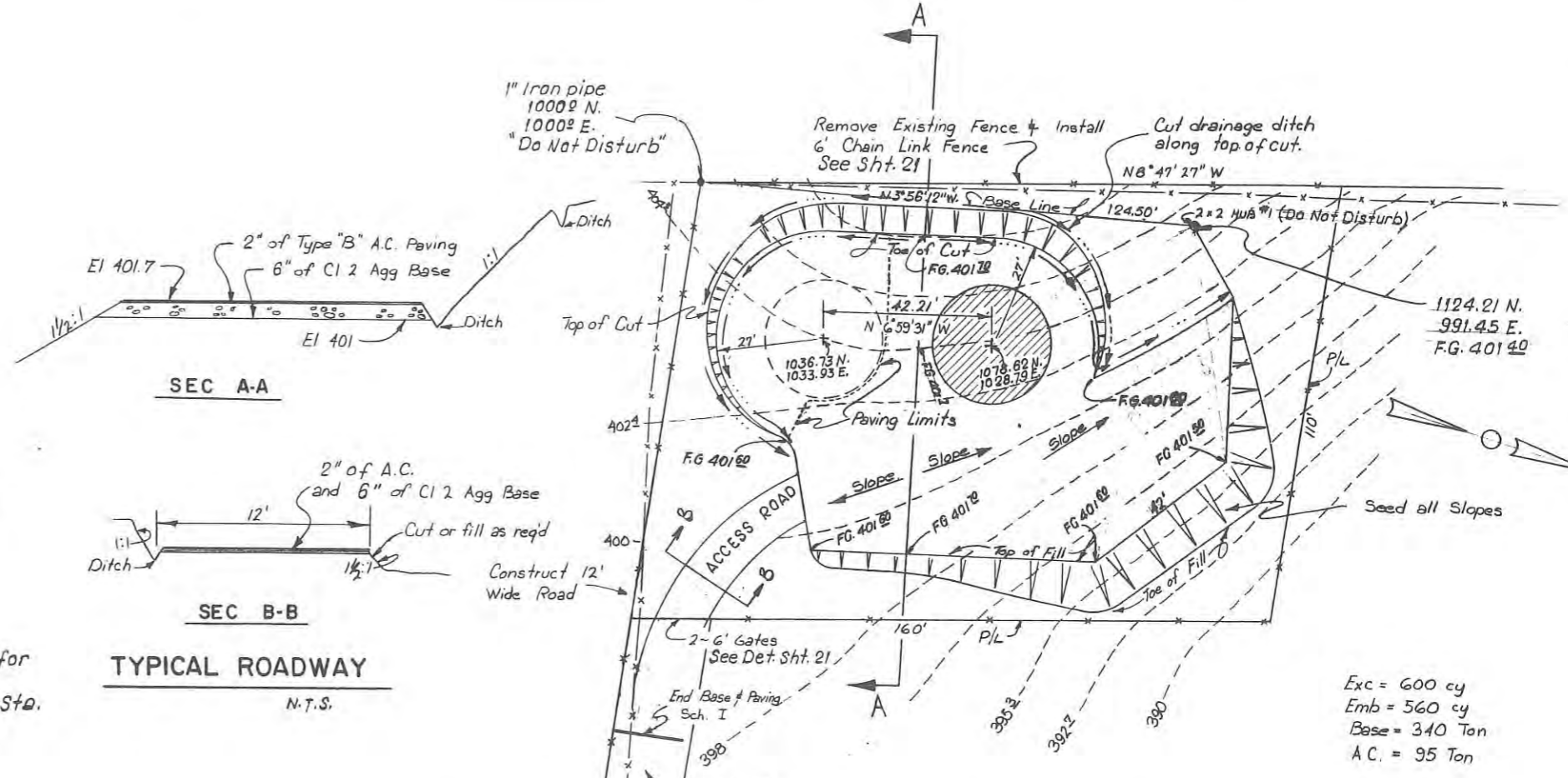
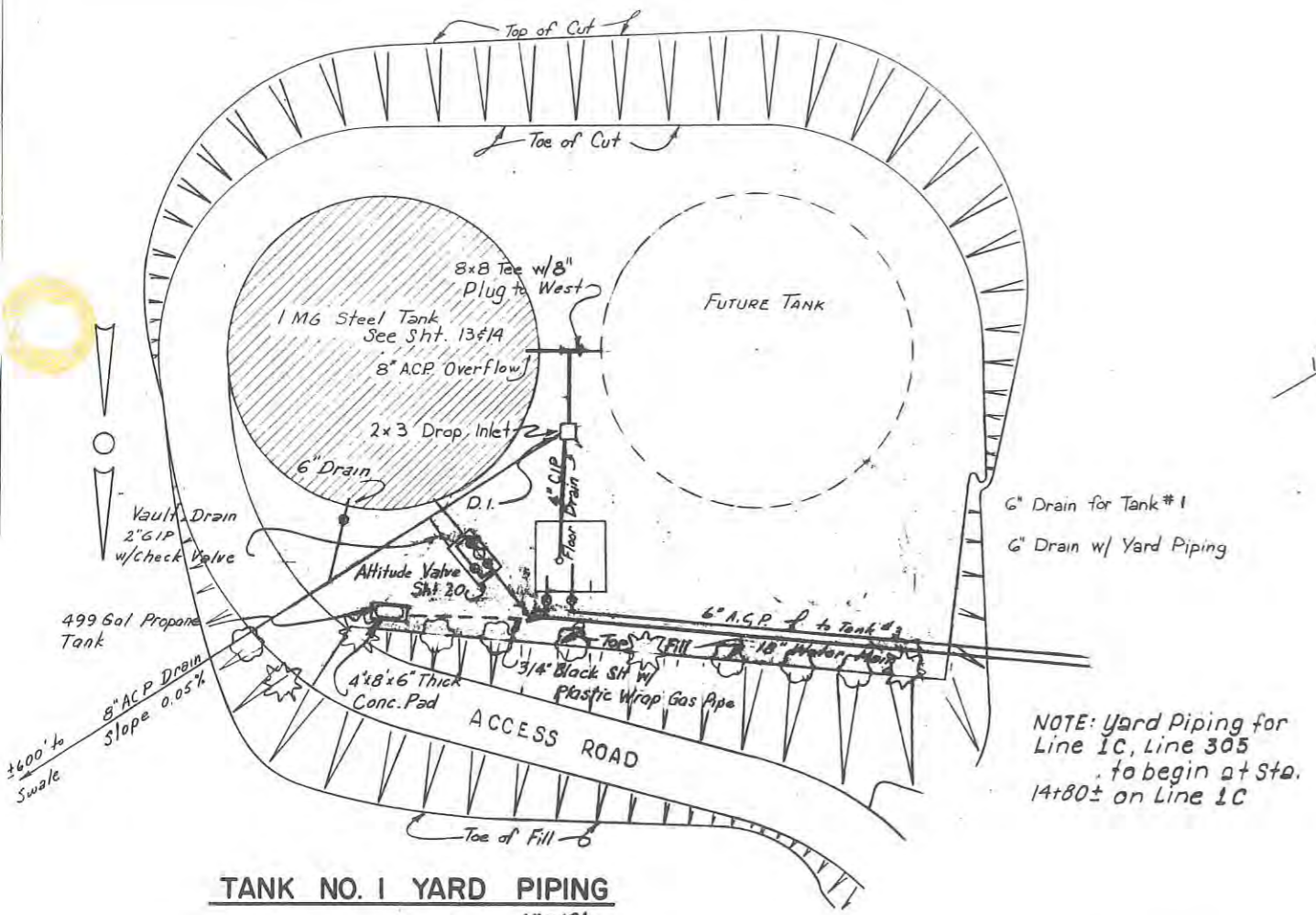
Photo 3 - View of Site facing north, existing 100,000-gallon redwood tank



Photo 4 - View of Site facing northeast, both existing redwood tanks and surrounding conditions

## Site Photographs





WATER SYSTEM DAVIS GRUNSKY PROJECT-D-GLC-35				MCKINLEYVILLE COMMUNITY SERVICES DISTRICT			
TANK NO. 3 GRADING PLAN TANKS NO. 1,2,3 YARD PIPING				WINZLER & KELLY CONSULTING ENGINEERS			
NO.	DATE	REVISIONS	BY	APPR	JOB NO. 70-40 SHEET 15 OF 86		
DRAWN BY	CHECKED BY	SCALE	DATE	R. Kelly 633 - 3rd ST. EUREKA, CALIFORNIA 443-8326			OF 86

HUD PROJECT WSF-CA-09-39-1008