

**CLEARLAKE OAKS COUNTY WATER DISTRICT  
AGENDA, CALL AND NOTICE  
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

Clearlake Oaks County Water District Administration Building  
12952 E. Hwy. 20 Clearlake Oaks, CA 95423 (707) 998-3322

**April 13, 2017**

This meeting will be conducted by Roberts Rule of Order.

Where appropriate or deemed necessary, the Board may take action on any item listed on the agenda, including items listed as information items. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the above address.

The public may address the Board concerning an agenda item either before or during the Board's consideration of that agenda item. The President will call for comments at the appropriate time. Comments will be subject to reasonable time limits of three minutes.

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Clearlake Oaks County Water District Secretary to the Board at 707-998-3322. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**Public comment on non-agenda items**

This is the opportunity for the public to comment on non-agenda items within the Board's jurisdiction. Comments are limited to three (3) minutes

**AGENDA**

**Call to Order – 1 p.m.**

**Pledge of Allegiance**

**Roll Call**

- Mrs. Margaret Medeiros, President    Mr. Karl Hosier, Vice President    Mrs. Judy Heeszal, Director
- Mr. Samuel Boucher    Mr. Stanley Archacki
  
- Mr. Alan Gardner – General Manager    Mr. Jason Mitchell – Operations Manager
- Mrs. Dianna Mann - Secretary to the Board

**New Business**

- a. Discussion and consideration of Resolution No, 17-04 Amending the Wastewater Rehabilitation and Infrastructure Project (SWRCB Project C-01-8056-10)

**Action Taken:** \_\_\_\_\_

- b. Discussion and consideration of having Board of Directors approving only State and Federal Applications that are applying for loans

**Action Taken:** \_\_\_\_\_

- c. Update on Storms 2017

**Action Taken:** \_\_\_\_\_

**Adjournment**

**Time:** \_\_\_\_\_

# CLEARLAKE OAKS COUNTY WATER DISTRICT

## RESOLUTION NO. 17-04

### A RESOLUTION BY THE BOARD OF DIRECTORS OF CLEARLAKE OAKS COUNTY WATER DISTRICT TO APPROVE THE CONSULTANT SERVICE AGREEMENT WITH MC ENGINEERING TO AMEND THE WASTEWATER REHABILITATION AND INFRASTRUCTURE PROJECT AND SUBMIT APPLICATION FOR PROJECT DESIGN GRANT ( SWRCB PROJECT NO. C-01-8056-10)

**Whereas**, in 2016, the Clearlake Oaks County Water District (District) completed the \$499,000 grant funded Inflow and Infiltration Analysis and Mapping Program, and

**Whereas**, the recommended projects that were identified within the Inflow and Infiltration Analysis Project Report included inflow and infiltration pipeline rehabilitation, upgrades to Lift Station No. 2, new Lift Station No. 7, and the construction of a new gravity sewer for portions of the Big Oaks Shopping Center, and

**Whereas**, the combined project cost(s) for the improvements were estimated at \$ 3,313,601 and included a SWRCB loan and grant of 25% and a 75%, respectively, and

**Whereas**, the loan amount was not to exceed \$830,000, and

**Whereas**, the SWRCB changed its eligibility requirements in 2016 for grant funding and the District, as an extreme disadvantaged community, is now eligible for 100% grant funding with a maximum grant amount of \$ 6,000,000, and

**Whereas**, in 2016, the District submitted a 100% design and construction grant application to the SWRCB for \$ 3,313,601.00, and

**Whereas**, District has encountered significant infiltration and inflow entering its wastewater collection system during the record breaking 2017 storm events, and as a result has identified significant and additional improvements that will be required to effectively eliminate the potential for raw sewage overflows, and

**Whereas**, these improvements include additional inflow and infiltration rehabilitation, a new force-main from Lift Station No. 7 to the WWTP, upstream improvements to LS No 2 wet-well storage, WWTP headwork improvements, secondary effluent pump station improvements (CEPS), and new trash pump, and miscellaneous design and contingency costs, and

**Whereas**, the District is also in the process of requesting bids for a \$3.5 million dollar USDA funded Wastewater System Improvement Project, including WWTP and Lift Station Improvements (LS No's 1, 3, 4, 5, 6, 8, and 9), with the WWTP improvements

providing for the ability of the plant to accept excessive peak wet-weather waste flows with provisions to adequately isolate and properly bypass the excessive flows, and

**Whereas**, these additional inflow and infiltration upgrades will not exceed \$2,175,000 and will require a re-submittal of the existing design and construction application to the SWRCB and not exceeding a total grant request of approximately \$5,488,601, and

**Whereas** time is of the essence to design and construct portions of the Wastewater Rehabilitation and Infrastructure Project as described above, and

**Whereas**, MC Engineering with guidance from the SWRCB, is requesting approval to prepare necessary cost estimates, environmental biological and cultural analysis and MND revisions, and updates and re-submittal of the SWRCB design and construction grant application for the Wastewater Rehabilitation and Infrastructure Project - (*SWRCB Project No. C-01-8056-10*), and

**Whereas**, all costs associated with the updated project costs, environmental MND, and grant application submittals are eligible for reimbursement upon approval of the SWRCB design contract/grant, and

**NOW THEREFORE BE IT RESOLVED**, that the attached contract between the District and MC Engineering be hereby approved as per the attached Scope of Work and Compensation in the amount of \$32,381.00. All work to be performed will include:

1. Modifications and new cost estimates for the Inflow and Infiltration Analysis Project Report/ Wastewater Rehabilitation and Infrastructure Project
2. Modifications including Addendum to the MND for the Inflow and Infiltration Analysis Project Report/ Wastewater Rehabilitation and Infrastructure Project
3. Design and Construction SWRCB Grant Applications for the Inflow and Infiltration Analysis Project Report/Wastewater Rehabilitation and Infrastructure Project

**THE ABOVE RESOLUTION** is hereby passed and adopted by the Board of Directors of the Clearlake Oaks County Water District at a special meeting held on the 13th day of April 2017, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CLEARLAKE OAKS COUNTY WATER DISTRICT

By: \_\_\_\_\_  
Margaret Medeiros, President

Attest: \_\_\_\_\_  
Dianna Mann, Board Secretary

**CLEARLAKE OAKS COUNTY  
WATER DISTRICT**

P. O. Box 709  
12952 East Hwy. 20  
Clearlake Oaks, CA 95423

**Contract for Consulting Services**

CONSULTANT: MC Engineering  
CONTRACT NO.: 17-101

**I. SCOPE OF THE SERVICES**

The services to be rendered ("Services") consist of: Consultant to assist District in completing a Water System Planning Study and Capital Improvement Program as described in the Plan of Study application dated April 12, 2017 attached hereto and incorporated herein as Attachment B to this Contract, in accordance with all terms and conditions of this Contract and all attachments hereto.

**II. COMPENSATION FOR SERVICES**

Consultant's total compensation for Services performed under this Agreement is to be paid as per attached schedule of rates and charges, with a guaranteed not to exceed total compensation, including all fees, costs, and expenses, of \$32,381.

**III. SCHEDULE OF PERFORMANCE**

Consultant shall commence the Services immediately upon receipt of a written Notice to Proceed from the District and complete the Services by the dates stated in Attachment B.

**IV. TERMS AND CONDITIONS**

- (1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- (2) Contract number must appear on all invoices and correspondence. Send invoices to ATTN CLEARLAKE OAKS WATER DISTRICT, P. O. BOX 709, 12952 EAST HWY 20,, CLEARLAKE OAKS, CA 95667.
- (3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District's General Counsel.
- (4) Consultant must comply with Appendix A – Insurance Requirements, Appendix B – MC Engineering –Scope of Work, each of which is incorporated by reference herein. MC Engineering expressly accepts all terms incorporated therein. Consultant has received and read the District's Agreement with the California State Department of Water Resources, and agrees to comply with the terms and conditions applicable to the Services, to the extent that such compliance is within the scope and control of Consultant.

MC ENGINEERING ("Consultant")

CLEARLAKE OAKS WATER DISTRICT ("District")

\_\_\_\_\_  
Mark A. Carey, P.E., Its President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Margaret Medeiros, Its Board President

\_\_\_\_\_  
Date

## GENERAL TERMS AND CONDITIONS

- Purchase Agreement ("Agreement") Force and Effect. Clearlake County Water District ("District") is not responsible for services rendered without the authority of an agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.
- Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the Services. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing and the District approves the new person in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement.
- Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under this Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California Water Resources Control Board or any federal or state agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.
- Independent Contractor. Consultant is an independent contractor and does not act as District's agent in any capacity whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.

5. Indemnity/Liability. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Consultant shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless District and its officers, agents, departments, officials, Board of Directors, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its sub-consultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants and/or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, but only to the extent that any of the above arise out of, pertain to, or relate to the negligent or reckless act or omission, or willful misconduct, of Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence or willful misconduct of any Indemnitee.

6. Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. Ownership of Results. Any interest (including copyright interests) of Consultant or its sub-consultants (together, "Sub-consultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Sub-consultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Sub-consultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

9. Required Governmental Submittals. Consultant understands and agrees that as part of Consultant's services, Consultant shall submit its studies, reports, and other work product to agencies of the State of California. Consultant shall make its best efforts to comply with all requirements of such agencies as to the format of such work product. Consultant's services hereunder shall not be considered complete as to any phase until the lead agency has reviewed and accepted, as to form, Consultant's work product.

10. Compliance With Laws. Consultant shall comply with all legal requirements relative to the Project. Consultant shall comply with state prevailing wage law, commencing with Section 1720 of the Labor Code and Section 16000 of Title 8 of the California Code of Regulations for any "public works" (as that term is defined in the statutes) performed on the Project funded by this Agreement. For purposes of compliance with prevailing

wage law, the Consultant shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law. Consultant shall certify to the District on each payment request form that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that Consultant and all subconsultants complied with prevailing wage laws. Prior to the payment for each Phase of Consultant's services under this Agreement, Consultant shall submit to District a certificate signed by the Consultant and all subconsultants performing public works activities stating that prevailing wages were paid as required by law. In the event of any audit, Consultant shall cooperate fully and at Consultant's expense with all requests of the auditor.

11. Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all District rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety- health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

12. Termination and Suspension. District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant shall be paid for services satisfactorily rendered, subject to District's reasonable approval, through the date of termination. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.

13. Public Records Act. Both parties understand and agree that District must comply with the California Public Records Act ("Act"). If Consultant believes that any document or information furnished to District in connection with Consultant's performance of services is exempt from public disclosure under the Act, it shall so advise District in writing at the time the document or information is furnished.

14. Survival. Without limiting any of the parties' other rights or obligations arising from this Agreement, and in addition to all other provisions indicated as surviving the termination or expiration of this Agreement, the following provisions will survive any termination or expiration hereunder: 3, 4, 5, 7, 8, 10, 11, 12 and 13.

15. Execution: Venue: Limitations: Miscellaneous. This Agreement shall be deemed to have been executed in the County of Lake, California. Enforcement of this Agreement shall be governed by the laws of

the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in the County of Lake. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause. Captions to sections and subsections are for the convenience of the parties, and are not to be considered when construing this Agreement. The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement. All terms not otherwise defined in this Agreement shall have the meanings provided in the Appendices or, if applicable, in the construction contract with the general contractor on the project.

16. Attorneys' Fees. If either party institutes or is required to defend any legal proceeding, action or motion to enforce, interpret or rescind the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, specifically including, but not limited to, reasonable attorneys' fees.

17. ADA Compliance. If, in the course of conducting the Services subject to this Agreement, Consultant offers a public program, service, or meeting on behalf of the District, Consultant shall, in accordance with the Americans with Disabilities Act and California law, offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities and shall, upon reasonable request provide reasonable accommodations for persons with disabilities including information or materials in appropriate alternative formats.

## Appendix A to Contract For Consulting Services

### INSURANCE REQUIREMENTS

Consultant shall carry all of the following insurance and shall comply with the following requirements:

Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and products & completed operations, personal and advertising liability, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, subject to a deductible of not more than \$25,000 payable by Consultant, and Excess/Umbrella Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Commercial automobile liability insurance with limits of not less than \$1,000,000 each occurrence including coverage for owned, scheduled, hired and non-owned autos.

Workers' Compensation and Employers' Liability insurance in at least such amounts as are required by law. Consultant's Workers' Compensation Insurance policy shall, by endorsement, contain a Waiver of Subrogation as to each named and additional insured.

In the event Consultant is self-insured, Consultant shall furnish a Certificate of Permission to Self-Insure, signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

In the event the Consultant does not have any employees as defined under the State of California Workers' Compensation laws, Consultant shall sign the District's "Workers' Compensation Certificate for Independent Contractors", which states:

Contractor hereby certifies that he/she/it is aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

In addition, Contractor represents that he/she/it does not presently employ anyone in the manner subject to the workers' compensation laws of the State of California and that if Contractor does employ any such person during the time Contractor is performing this contract, Contractor will promptly provide the District with proof of workers' compensation insurance in the amount required by law.

Professional Liability Insurance with limits not less than \$1,000,000 each claim and \$1 million annual aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided by or on behalf of the Consultant under this Agreement, including contractual liability coverage to the extent insurable, and any deductible not to exceed \$25,000 for each claim, with no exclusion for claims of one insured against another insured: Consultant shall maintain said insurance coverage for a period of ten (10) years after the completion of the construction of the project for which Services are provided and shall, upon request of District, provide certificates of insurance evidencing Consultant has maintained said coverage. The policy shall have a retroactive date (prior acts coverage) that precedes the start of the design services under this Agreement, and the Consultant shall provide a copy of the declarations page showing the retroactive date.

Certificate(s) of Liability Insurance:

Acceptability of Insurers – Insurance is to be placed with insurers authorized to do business in the State of California and have a current A.M. Best rating of no less than A X or equivalent or as otherwise approved by the District. Certificate(s) of Liability Insurance shall include the A.M. Best or NAIC number for each insurer.

A notation of "All Operations" or the Bid Number and/or Job Title must be included on the certificate(s) and on all endorsements. (Note: "All Operations" covers all current and future operations with the District. Minimum coverage must be in accordance with bid or contract specifications.)

The Certificate Holder shall read as follows:

Clearlake Oaks County Water District  
P. O. Box 709  
Clearlake Oaks, CA 95423

Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof, except in the event of cancellation due to non-payment of the premiums, the notice of cancellation shall be mailed within ten (10) days.

The authorized Insurance Agency Representative's original signature is required on the Certificate of Liability Insurance.  
Endorsements - Insurance policies shall contain an endorsement containing the following terms:

Additional Insured endorsements: Provide separate additional insured endorsements for the Commercial General Liability, Excess/Umbrella Liability and Commercial Auto Liability policies that contain the following terms:

CLEARLAKE OAKS COUNTY WATER DISTRICT, its Board of Directors, officers, employees, representatives, consultants (including without limitation Engineer) and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

***A Statement of Additional Insured Endorsement on the Acord Certificate of Liability Insurance form is insufficient and will be rejected as proof of the additional insured requirement.***

Primary / Non-contributory endorsement - Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

Waiver of Subrogation - Consultant's Workers' Compensation Insurance policy shall contain, by endorsement, a Waiver of Subrogation as to each named and additional insured.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the District prior to commencement of work.

The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

Consultant shall ensure all Sub-consultants and any other person or entity assisting with provisions of this work shall maintain the same level of coverages specified in these insurance requirements at all times during performance hereunder.

Consultant shall, upon request of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - All said insurance shall be maintained by the Consultant in full force and effect during the entire period of performance.

Renewal certificates must be received by the District at least ten (10) days prior to the expiration date in agreement to ensure continuation of contract.

All correspondence and renewal certificates may be e-mailed to an email address provided to Consultant for that purpose by District or, if none, shall be mailed to:

Clearlake Oaks County Water District  
P. O. Box 709  
Clearlake Oaks, CA 95423

Other than Professional Liability, any insurance policy written on a claims-made basis is subject to the approval of the District.

## **ATTACHMENT A**

# **Scope of Work** for the **Modifications to the Wastewater Rehabilitation and Infrastructure Project** *(SWRCB Project No. C-01-8056-10)*

### **Task A, Project Management and Coordination**

This task includes coordination of the MCE team members, processing monthly invoices, and coordination of subcontractors. The project team will work closely with the CLOCWD staff and adhere to all applicable guidelines and requirements to complete all the required documents.

### **Task 1.1, On-Site Coordination Meetings with CLOCWD and the SWRCB**

We anticipate one meeting at the District office during the preparation of the revised Project Report, environmental documents, and the required SWRCB design and construction grant applications. The application process is expected to include updating the current submitted applications, which are comprised of the Financial, General, Technical, and Environmental packages. This task also includes the following meetings and presentations, as noted below:

- (1) Project Progress meetings with District staff
- (1) SWRCB SRF coordination/update meeting

Preparation and coordination for the final application includes close coordination with the SWRCB staff, located in Sacramento.

### **Task 1.2, Project Report Modifications**

Anticipated report modifications include the addition of those projects as noted in the attached "Project Update" including the following: 1) Inflow and infiltration rehabilitation improvements, 2) Replacement of the existing 10-inch force main from lift station No. 7, 3) Upgrade the headworks, 4) Upgrade the CEPs pump station, 5) Improve hydraulic detention capacity of LS No. 2, and 5) Acquisition of new trash pump for LS. No. 2. These associated costs for these projects, with contingencies, are expected to total over \$2,000,000.

The updated project report will include descriptions and cost estimates for each of the projects, as noted above. Also, included in the report will be maps and diagrams and the updating all existing cost summaries.

### **Task 1.3, Grant Application(s) Re-submittal for the Revised Projects and Costs**

The existing grant application packages will be modified to include updated descriptions of proposed project modifications, costs, and revisions to the environmental documents. The grant application process includes the following “specific” and required application packages:

- General
- Financial
- Technical
- Environmental

### **Task 2.1, Environmental Compliance Support and Coordination**

This task includes the preparation of necessary and updated environmental documents, which is assumed to be an addendum to the current/approved Mitigated Negative Declaration and NOD (July 2016). These environmental updates will be prepared by the environmental consultant, AES of Sacramento, Ca. and may also include the following procedures:

- Post NOI for MND in local newspaper along with following CLOCWD notification procedures for 30-day review or shortened 15-day review. Documents to be available, for review, at CLOCWD office. Also, provide NOI to State Clearinghouse.
- Address comments from public or agencies.
- Add any responses for record and CLOCWD to approve Notice of Determination (NOD), as lead agency, and within 5-days to file w/ Lake County Clerk’s office and the State Clearinghouse.

Projects to be included within the environmental update scope include: 1) new 12-16-inch FM, upgraded headworks, additional I/I rehabilitation, SEP’s lift station improvements, and biological and cultural review of LS 1 upgrades w/ access road. (refer to **ATTACHMENT B** for AES Scope of Work)

## Proposed Project Compensation

The proposed project compensation is not to exceed \$ 32,381 without prior authorization as presented in the table below:

<b>CLOCWD Modifications to I-I Analysis PR/Wastewater Collection System Infiltration/Inflow Analysis- Project No. C-01-8056-10</b>							
<b>Task No.</b>	<b>DESCRIPTION</b>	<b>MCE BUDGET AMOUNT</b>	<b>MAC</b>	<b>SE</b>	<b>ADM</b>	<b>ODC</b>	<b>Subs</b>
<b>A</b>	Project Coordination - Internal	<b>\$150.00</b>	1				
<b>1.1</b>	On-Site Coordination Meetings and SWRCB SRF	<b>\$2,000.00</b>		10		\$500.00	
<b>1.2</b>	Project Report Modifications	<b>\$6,470.00</b>	1	32	16		
<b>1.3</b>	App. Re-submit/SWRCB (Gen., Finan., Env., & Tech)	<b>\$1,500.00</b>		10			
<b>Subtotal (MC Engineering Tasks):</b>		<b>\$10,120.00</b>					
<b>2.1</b>	Environmental Compliance Coordination	<b>\$22,261.00</b>					\$22,261.00
<b>Total:</b>		<b>\$32,381.00</b>					
<b>Abbreviations and Standard Hourly Rates:</b>							
<b>PM:</b>	Project Manager Mark Carey, P.E.	\$150.00					
<b>PE:</b>	Project Engineer I, Richard Relyea, BSME	\$115.00					
<b>SE:</b>	Senior Managing Engineer John Pedri, PE	\$150.00					
<b>OS:</b>	Doyle Champlain, Operations Specialist	\$95.00					
<b>ADM:</b>	Project Engineer I, Jose Diaz, BSCE	\$95.00					
<b>ODC:</b> Other Direct Costs (travel including mileage reimbursed at applicable IRS rates, reproduction costs, etc.)							
<b>Notes:</b> Rates reflected are for 2016 and subject to change in 2017.							
Sub-contractor AES Cultural/Biological Surveys and Addendum to MND \$19,700 w/ 13 % mark-up (see attached scope of work)							

# CLOCWD I/I Analysis/ Wastewater Rehabilitation and Infrastructure Project Update (SWRCB Project No. C-01-8056-10)

## Current Project Description/Status

Currently, the CLOCWD (District) has submitted the following applications to the SWRCB for approval and request for design and construction funding (Grant Agreement). The completed applications include the following:

- A. Technical Application: This includes the completed Wastewater Collection System Infiltration/ Inflow Analysis and Mapping Program, which recommends various improvement projects throughout the District's collection system. The projects and associated costs, less mobilization, contingency, and soft-cost, are as noted below:
  - Sewer system rehabilitation at an estimated cost of \$418,158, which includes pipeline rehabilitation including cure-in-place, slip-lining, dig and repair, and grouting
  - Follow-up TV Inspection with additional and recommended rehabilitation costs of \$335,982 and to be completed during construction period as other serious structural defects are found
  - Upgrades to Lift Stations No. 2 and No. 7, at an estimated cost of \$1,152,500
  - New gravity sewer for the Big Oaks Shopping Center Area at an estimated cost of \$145,280
- B. General Application: Submitted and requesting **\$3,313,601** in 100% grant funds.
- C. Environmental Application: Mitigated Neg. Dec/Cat X completed by AES of Sacramento and approved by the SWRCB. Original Mitigated Negative Declaration approved in 2014 for the WWTP and LS's No. 2 and 7 projects. Addendum with NOD completed in July 2016 for the I/I Infrastructure Project. The lead agency is required to adopt a Mitigation Monitoring and Reporting Program.
- D. Financial Application: Completed and submitted for approval and request \$3,313,601 in 100% grant funds which also contains past District audits and approved budgets.

The District and MC Engineering met with the SWRCB SRF/Grant Program officials in late February 2017. CLOCWD and MC Engineering staff provided the SWRCB with specific information/data regarding the need to increase the current level of grant funding to maximize

efforts to potentially eliminate identified and significant operational problems within the District's collection system. These operational problems were exacerbated by recent January, February, and March storm events and subsequent lake level increase(s). The staff of the SWRCB recommended that the District resubmit the current Project/Wastewater Rehabilitation and Infrastructure Project (No.C-10-8056-10) and corresponding environmental documents, with the required revisions and updated cost estimates, for a design and construction grant. They stated that they will try to expedite the process with the understanding that the construction of a new force main will be a high priority.

It was previously assumed that reductions in the collection system would negate the need to install a new force main, however, the magnitude of recent infiltration and inflows, condition of the existing forcemain, and uncertainty regarding the extent of future I/I reduction programs has resulted in a heightened need to replace the existing aging forcemain. It should also be noted that the forcemain has had a history of breaks and failures making the continued operation of the existing line a high risk for the District, particularly in peak wet weather events similar to those experienced in the recent 2017 storms and high lake levels. Higher than expected flows resulted in excessive costs for trucking peak flows to the WWTP in 2017.

MC Engineering has prepared a cost proposal to update the existing documents, including associated costs by AES (Environmental) to provide an addendum for the categorical exemption/NOD, to include all those projects as listed below.

### **Revised Scope for Additional Grant Request/Project Description**

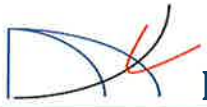
The CLOCWD is requesting that the existing SWRCB Wastewater Rehabilitation and Infrastructure Project be amended to include additional wastewater facility improvements that have recently been identified as a result of the 2017 storm events and ongoing system deterioration.

It is important to note this additional funding request is primarily as a result of the increase in available funding limits per the recent EDAC community criteria (SWRCB 2016). This includes the amount of allowable grant funding per agency along with the District being eligible for 100% funding. The original SWRCB Wastewater Rehabilitation and Infrastructure Project had a total project cost of \$ 3,313,601, which took into consideration the District's ability to fund a 25% match for a \$828,000 loan amount, which is now eliminated.

With the proposed project additions, as noted above, the revised total project cost breakdown is as follows:

- SWRCB SRF Funding Available = \$ 6,000,000
- Current Funding to Date w/ Existing Application = \$ 3,813,601
- Available (EDC) Funding Still Available = **\$ 2,186,399**

Per recent communications with the SWRCB, it was agreed that the District should take the necessary steps and move forward with a modified grant application package which will increase the grant request by approximately **\$ 2,186,399** which includes the completed planning grant (\$



499,000 award) that was allocated for the completion of the I/I Analysis and Mapping Program Project, currently known as the Wastewater Rehabilitation and Infrastructure Project.

The additional grant increase will include the following projects and associated (tentative) costs:

1. Allocate additional funding for the inflow and infiltration rehabilitation improvements, consisting of a combination of slip lining, line replacement, and grouting of pipelines and manholes (Tent. Costs = \$ 300,000)
2. Allocate additional funding for the replacement of the existing 10-inch force main from lift station No. 7 to the WWTP. This proposed project will include installation of approximately 4500 linear feet of new 12-inch force main to replace an old and deteriorated and undersized existing 10-inch force main. The recent storms of 2017 have identified the need to increase pumping capacity to handle excessive peak flows, primarily as a result of inflow sources entering the collection system. The current design improvements at the wastewater treatment plant will provide for and accommodate the increased flows through proper bypass and storage facilities. (Tent. Costs = \$ 1,050,000)
3. Allocate additional funding to upgrade the headworks to accurately account for increased peak flows. (Tent. Costs = \$ 85,000)
4. Allocate additional funding to improve the hydraulic capacity and improve the operational capability of the CEPS lift station. (Tent. Costs = \$ 110,000)
5. Allocate additional funding to improve upstream gravity line for detention storage for LS No. 2 by CCTV and slip lining or bursting the existing gravity main. (Tent. Costs = \$ 30,000)
6. Allocate additional funding to purchase a new trash pump and provide quick connect at LS No. 2. (Tent. Costs = \$ 75,000)
7. Project design, CM, and contingency costs @ 30% x 1,650,000 (Tent. Costs = \$ 495,000)
8. Additional planning costs (pre-award). (Tent. Costs = \$ 30,000)

Those identified and necessary project additions for additional project funding will be approximately **\$ 2,175,000**, including the additional planning and grant application costs.

## **Proposal for Updating the Project Report, Environmental Documents, and Application Submittals**

This proposal request includes cost associated with the revisions to the planning documents and grant application submittals, and will not exceed \$ 33,000 without prior written authorization. (Refer to Scope of Work below).



**ATTACHMENT B**

**Environmental Sub-Consultant Scope of Work**

The proposed sub-consultant fee is \$ 19,700. Attached herewith is the scope of work description for the environmental updates.

**CONTRACT MODIFICATION #2  
(AES Job #215560)**

**ANALYTICAL ENVIRONMENTAL SERVICES  
1801 7<sup>TH</sup> STREET, SUITE 100  
SACRAMENTO, CA 95811**

THE ORIGINAL AGREEMENT, dated the 18<sup>th</sup> day of September 2015, by and between Analytical Environmental Services, a California corporation (hereinafter referred to as "AES"), and the MC Engineering, Inc. (hereinafter referred to as "Client"), is hereby amended as follows this 11<sup>th</sup> day of April 2017 as follows:

**1. SCOPE OF SERVICES**

Tasks 1 and 2 described in the attached "Exhibit A" are hereby added to the scope of services.

**2. FEES AND PAYMENTS**

Additional work under this Contract Modification shall be completed on a Time-and-Materials basis for an amount not to exceed nineteen thousand seven hundred dollars (\$19,700).

**IN WITNESS WHEREOF**, this Agreement has been executed by and on behalf of the parties hereto, the day, month, and year so stated above.

**CLIENT:**

**AES**

MC Engineering Inc  
6917 Ohana Place  
Orangevale, CA 95662

Analytical Environmental Services  
1801 7th Street, Suite 100  
Sacramento, CA 95814

**BY:**

**BY:**

\_\_\_\_\_  
Mark Carey

\_\_\_\_\_  
David Zweig

TITLE: \_\_\_\_\_

**TITLE:** Principal

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

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

# Exhibit A



**ANALYTICAL ENVIRONMENTAL SERVICES**  
1801 7TH STREET, SUITE 100  
SACRAMENTO, CA 95811  
(916) 447-3479 | FAX (916) 447-1665  
www.analyticalcorp.com

## MEMORANDUM

**TO:** John Pedri

**FROM:** Bibiana Alvarez

**DATE:** 4/11/2017

**RE:** Scope of work and cost estimate re: Clearlake Oaks County Water District Wastewater Infrastructure Rehabilitation Project

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### Project Understanding

In September 2014, the District adopted a Mitigated Negative Declaration (MND) for the District's Wastewater Infrastructure Rehabilitation Project (Rehabilitation Project). The MND was adopted based on the findings of an Initial Study (IS) dated April 2014 that was prepared for the District, as Lead Agency, in accordance with the California Environmental Quality Act (CEQA) of 1970 (as amended), codified in California Public Resources Code Sections 21000 et seq., and the State CEQA Guidelines in the Code of Regulations, Title 14, Division 6, Chapter 3. At that time, the Rehabilitation Project consisted of various improvements to the wastewater treatment plant (WWTP) and existing lift stations located within roadways in Clearlake Oaks.

In November 2014 the California Regional Water Quality Control Board (CRWQCB) issued Cleanup and Abatement Order (CAO) No. R5-2014-0707 (Appendix B) for the CLOCWD WWTP to address the collection system and treatment issues at the WWTP, which are regulated by Waste Discharge Requirements (WDRs) 98-211. The CAO includes timelines for the completion of certain tasks and the submittal of specific reports to address issues with the sewer lift stations, sewer collection system, and WWTP. In response to the CAO, the District contracted with MC Engineering to map and model the sewer collection system and prepare an Infiltration and Inflow (I&I) Analysis and Sewer System Evaluation Survey (SSES). The I&I Analysis and SSES identified the following areas of concern which was not fully addressed by the Rehabilitation Project:

- Sewer Lift Stations No. 2 and No. 7 and contributing system shed areas.
- Big Oaks Shopping Center's (BOSC's) collection system, cleanouts, and manholes.

An Addendum to the 2014 MND was prepared in January 2016 to evaluate the potential environmental impacts associated with the modifications to the Rehabilitation Project that were necessary to address the areas of concern identified in the I&I Analysis and SSES. Additionally, because the District intended to apply for the California Clean Water State Revolving Fund (CWSRF) Program, partially funded by the U.S. Environmental Protection Agency (USEPA), the 2016 Addendum was prepared to address certain federal environmental regulations, including regulations guiding the General Conformity Rule for the Clean Air Act (CAA), the federal Endangered Species Act (FESA), and the National Historic Preservation Act (NHPA). USEPA has allowed a modified CEQA document, called CEQA-Plus, to be the compliance base for projects applying for federal grant monies. The 2016 Addendum was certified and the modified project approved in June 2016.

During heavy rains of the recent winter (2016/2017) additional issues were identified in the CLOCWD collection system and WWTP that were not previously identified in the 2014 IS/MND or 2016 Addendum. The additional improvements include:

- a new proposed force main from LS No. 7 to the WWTP,
- a new access road to LS No. 1,
- possible mods to the head-works at the WWTP,
- pumps and some minor improvements to LS No.2, and
- possibly some additional pipeline slip-lining.

The proposed alignment of the new force main from LS No. 7 to the WWTP and new access to LS No. 1 are shown in the attached figures. This new force main alignment would require boring under a portion of Clear Lake. Sensitive areas along the proposed alignment include recorded cultural resources and wetlands. The new access would require fill along the edge of Clear Lake uphill from what appears to be the high watermark. The following is a scope of work to conduct biological and cultural surveys and studies to determine whether the proposed alignments for the force main and access road would avoid sensitive cultural and biological areas (i.e. wetlands). Should it be determined that an Addendum is the appropriate CEQA document given the chosen force main and access road alignments and other project components, AES shall prepare an Addendum to the 2014 MND in compliance with CEQA Guidelines Section 15164 pursuant to the scope provided below..

## **Scope of Work**

### ***Task 1 – Biological and Cultural Survey***

AES wetland biologist and botanist will conduct a one-day survey of the proposed force main alignment and vicinity, including 50 feet south of the proposed alignment to 50 feet north of the existing force main, as well as the proposed access road alignment. The biological survey will include a general biological and habitat assessment of the area, as well as a formal wetland delineation. All potential wildlife habitats will be assessed. A technical memorandum summarizing the findings of the surveys and recommendations will be prepared. The memorandum will include an assessment of species requirements such as buffers from streams and other aquatic features, as well as analyses related to the movement of species and use of

habitat features within and through the project area. A habitat map will be prepared, along with any preliminary mapping of wetlands.

An AES archeologist would conduct a one-day field survey of the proposed force main alignment and vicinity, including 50 feet south of the proposed alignment to 50 feet north of the existing force main, as well as the proposed access road alignment. A technical memorandum would be prepared, and would include the results of the archival research including information from previous record search of the files at the Northwest California Information Center, and field survey of the project location. The technical memorandum will include recommendations for reducing the potential for impact to cultural resources as well as information regarding inadvertent discovery of cultural resources.

**Deliverables:** AES shall provide PDFs of technical memorandums and associated figures.

### ***Task 2 – Prepare Addendum to 2014 MND***

Should it be determined by CLOCWD that 1) the project modifications do not meet the subsequent EIR criteria set forth in CEQA Guidelines Section 15162 and 2) no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the 2014 IS/MND was certified, trigger a subsequent EIR under Section 15162, AES will prepare an Administrative Draft Addendum to the 2014 IS/MND, as amended by the 2016 Addendum, for review by CLOCWD. AES will submit an electronic PDF and Word copy of the administrative draft Addendum to CLOCWD for review. The Addendum would contain only the information necessary to make the 2014 IS/MND, as amended, adequate for the revised project as described. AES will incorporate one consolidated set of comments from the Project Team on the Administrative Draft Addendum and prepare the Final Addendum. Section 15164 of the CEQA Guidelines states that an addendum need not be circulated for public review. This scope of work assumes no public review; however, if CLOCWD decides to publish the Addendum, AES can assist with the publication and responding to comments at an additional cost. The CLOCWD would consider the Addendum with the 2014 IS/MND and 2016 Addendum prior to making a decision on the project in accordance with Section 15164(d) of the CEQA Guidelines.

**Deliverables:** Electronic PDF and Word copy of the Administrative Draft Addendum. PDF copy of the Final Addendum

### ***Optional Task 3 – Preliminary Jurisdictional Wetland Delineation***

AES will prepare a Preliminary Jurisdictional Delineation (PJD) report in accordance with U.S. Army Corps of Engineers (USACE) for the selected force main alignment and proposed access road. The PJD report will provide the following information in accordance with the Minimum Standards for Acceptance of Preliminary Wetland Delineations (2001), Interim Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (USACE, 2008), the Supreme Court's decision in Solid Waste Agency of Northern Cook County (SWANCC, 2001), and the USACE guidance on implementation of the Supreme Court's decision in the consolidated cases of Rapanos v. U.S. and Carabell v. U.S. (USACE,

2007). The report may be used in support of permit applications and in the CEQA/NEPA review process. The PJD will include the following information:

- Statement that the delineation has been conducted in accordance with the 1987 “Corps of Engineers Wetlands Delineation Manual”
- Wetlands description and wetlands boundaries justification
- Existing field conditions including season and flood/drought conditions
- Hydrology source and drainage features
- Total acreage of the project study area
- Project study area acreage, directions, and applicant and property owner contact information
- Plant communities, habitat types, soil types, and hydric soil descriptions
- Interstate or foreign commerce connection presence
- Site location map, delineation map, and soil map
- Completed data sheets in accordance with USACE’s manual (2006)
- At least one set of paired data points for each feature or complex

It is expected that the USACE will request a field verification visit with AES to verify the delineation boundaries. This field visit will be scheduled by the USACE after their internal review process for the PJD, and changes to the PJD may be requested by the USACE based on their field review.

**Deliverables:** AES shall provide a PDF of the Wetland Delineation.

## Schedule

AES will complete Task 1 within three (3) weeks of an executed contract. AES will complete Task 2 and 3 within four (4) weeks of the completion of Task 1 and receiving the requested project description information, including the final alignment and construction methods for the proposed force main. AES will prepare a Final Addendum within one (1) week of receiving comments from the project team on the administrative draft document.

## Cost

AES proposes to complete the above scope of work on a time and materials basis for an amount not to exceed the costs outlined in the following table.

Task	Cost
Task 1: Biological and Cultural Survey	\$11,320
Task 2: Prepare Addendum to 2014	\$8,380
<b>Total</b>	<b>19,700</b>
Optional Task 3: MND Formal Wetland Delineation	\$8,900
<i>Total (with Optional Task 3)</i>	<i>\$28,600</i>

## Assumptions

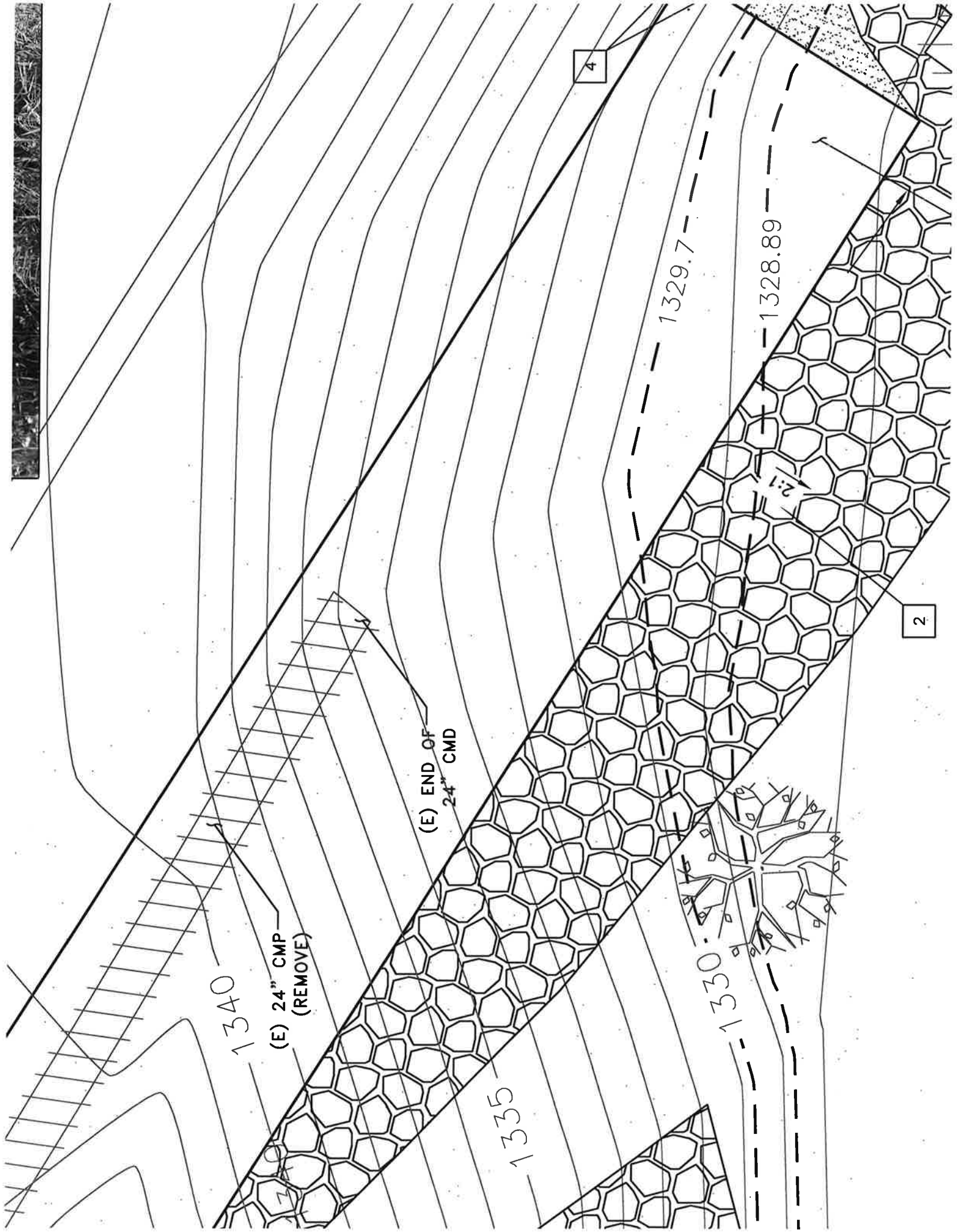
- The project modifications to be analyzed in the Addendum will only include those listed in the Project Understanding.
- All information needs required to prepare the Project Description section of the Addendum, including a map showing proposed construction, will be provided to AES.
- With the exception of the proposed force main and access road (shown in the attached figures), the project modifications would not require substantial ground disturbance.
- With the exception of the proposed force main and access road (shown in the attached figures), the modified project components will occur within previously disturbed areas, or areas previously subject to environmental review, thus field surveys for biological and cultural resources will not be required.
- No more than one site visit will be needed for preliminary evaluation of the proposed force main and access road. An additional site visit will be required for field verification of the PJD with AES and the USACE.
- CLOWCD will arrange for access to the proposed force main and access road.
- The project modifications will not result in potentially significant impacts to biological resources; therefore, formal consultation with the USFWS and/or California Department of Fish and Wildlife (CDFW) will not be required.
- The project modifications will be located within the area of potential effects analyzed in the 2014 IS and 2016 Addendum; therefore, an additional records search will not be required.
- No cultural resources will be identified within the area of potential effects for the selected force main alignment and access road analyzed in the Addendum.
- CLOCWD will conduct any consultation required under AB 52. AES can assist with this consultation at an additional cost.
- Should it be determined that a subsequent or supplement to the 2014 IS/MND is needed, AES can prepare documentation at an additional cost.
- This scope of work assumes no public review; however, if CLOCWD decides to publish the Addendum, AES can assist with the publication and responding to comments at an additional cost.
- Attendance at public hearings would occur at an additional cost.
- The current alignment of the proposed force main and access road (shown in the attached figures) may require the following permits: 1600 Streambed Alteration Agreement (SAA), Section 404 USACE Permit, and Section 401 Water Quality Certification. AES can prepare the applicable permits for the selected force main alignment at an additional cost.



Client/Project  
CLEARBRIAR LAKE COUNTRY COMM

MC Engineering, Inc.





1340

(E) 24" CMP  
(REMOVE)

(E) END OF  
24" CMD

1335

1329.7

1328.89

1330

2:1

4

2

## Dianna Mann

---

**From:** john pedri [jpedri@sbcglobal.net]  
**Sent:** Tuesday, April 11, 2017 1:55 PM  
**To:** Dianna Mann  
**Subject:** Fw: Clearlake Oaks Construction Project Approach

Here's is the information you requested regarding eligibility for reimbursement for the advance expenditures for the I/I Project.

On Wednesday, April 5, 2017 6:10 PM, john pedri <jpedri@sbcglobal.net> wrote:

Mark,

This is an email from the SWRCB regarding eligibility for I/I project-wastewater report modifications and application submittals. GOOD NEWS! We can also assume that Dianna will be reimbursed for the SWRCB water apps and submittals

On Tuesday, February 28, 2017 11:05 AM, "Warring, Kevin@Waterboards" <Kevin.Warring@Waterboards.ca.gov> wrote:

John,

You may incur cost for the following items and then the State will reimburse the cost once the initial agreement is executed. If the consultant cannot wait until the initial agreement to be executed then we have the option of using Technical Assistance. TA will be fully funded through TA Prop 1 program which is outside of the Prop 1 grant for construction. The downfall with TA is that it will take longer than the consultant completing the enviro work.

Regards,

**Kevin Warring**

Water Resources Control Engineer  
Division of Financial Assistance  
Office of Sustainable Water Solutions  
Phone: (916) 552-9972  
[Kevin.warring@waterboards.ca.gov](mailto:Kevin.warring@waterboards.ca.gov)

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**From:** john pedri [mailto:jpedri@sbcglobal.net]  
**Sent:** Tuesday, February 28, 2017 10:26 AM  
**To:** Warring, Kevin@Waterboards  
**Subject:** Re: Clearlake Oaks Construction Project Approach

Kevin,

Thanks. Will be working on. Also, will this include the cost for updated environmental? I did talk to our environmental coordinator and she said that she could easily update the existing mit. neg. dec. with an addendum, but this may cost \$ 20k to complete. She will still need to perform a bio and cultural resource examination of the two proposed routes and we have no available planning money. District has no available funds to assist us, so do you any ideas on where we could fund the additional environmental?

We may also need to add a few piping and valving re-configurations at the WWTP, but that should no problem and we'll add to scope.

Thanks for your help!

John

On Friday, February 24, 2017 9:40 AM, "Warring, Kevin@Waterboards" <[Kevin.Warring@Waterboards.ca.gov](mailto:Kevin.Warring@Waterboards.ca.gov)> wrote:

John,

Jennifer and I brainstorm the fastest possible way for the Clearlake Oaks County Water District to receive a construction agreement with the additional scope. See below for the steps.

1. Revise the general package with the correct funding request. This includes revising the estimated project capital costs and funding summary.
2. Submit a map of the proposed main pipeline (what you had that meeting works), short summary of the reason why this needs to be added and a simple engineering estimated cost table for the additional work. This will be a supplement to the technical package.
3. Submit additional environmental documents for the added scope.
4. Revise financial package with the correct funding request.
5. Submit a summary to justify for waiving the federal requirements such as Davis-Bacon, DBE, and AIS.

Feel free to call me if you have any questions.

Regards,

**Kevin Warring**

Water Resources Control Engineer  
Division of Financial Assistance  
Office of Sustainable Water Solutions  
Phone: (916) 552-9972  
[Kevin.warring@waterboards.ca.gov](mailto:Kevin.warring@waterboards.ca.gov)