

City of Grass Valley 125 Main Street Grass Valley, CA 95945



PROPOSAL FOR

County of Nevada Regional Infrastructure Planning Study (RFP No. 160639)

Submittal Deadline November 18, 2022





CITY OF GRASS VALLEY Community Development Department

Thomas Last, Community Development Director

125 East Main Street Grass Valley, CA 95945

Building Division 530-274-4340 Planning Division 530-274-4330 530-274-4399 fax

November 17, 2022

Planning Department County of Nevada Department of Information & General Services 950 Maidu Ave | Nevada City, CA 95959 Attn: Desiree Belding (Via Email)

RE: Regional Infrastructure Planning Study - RFP No. 160639

Ms. Belding,

This letter represents the City of Grass Valley's commitment to prepare a Regional Infrastructure Plan in cooperation with the County's regional jurisdictions and agencies located and providing services within Nevada County.

The Study would provide the information necessary to upgrade water infrastructure to encourage development of more housing units. The Study will include the determination of pinch points or trouble areas and will highlight where upgrades are needed to support new housing, identifying the lifespan of existing facilities, and preparing preliminary plans and engineers' cost estimates to support any potential upgrades.

If you have any questions regarding the City's proposal, please contact me at (530) 274, 4711 or toml@cityofgrassvalley.com

I thank you for your time and consideration of our proposal.

Sincerely,

Thomas Last **Community Development Director** toml@cityofgrassvalley.com

AUTHORIZED SIGNATURE			
NAME OF AUTHORIZED OFFICER Timothy Kiser	TITLE City Manage	er	
STREET ADDRESS 125 E Main St			
CITY Grass Valley	STATE CA	ZIP CODE 95945	
TELEPHONE NUMBER FAX NUMBER (530) 274-4312 (530) 274-4399		EMAIL ADDRESS timk@cityofgrassvalley.com	
AUTHORIZED OFFICER SIGNATURE X Jin Kin		DATE 11/17/2022	

TAB A



TAB A: Jurisdictions Qualifications – Describe the purpose and history of your jurisdiction/agency, the infrastructure facilities you operate and whether you have received funding for a similar program or project in the past. Identify the services which would be completed by your staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your staff.

The City of Grass Valley is a Charter City with a population of $\pm 13,754$ (2021). Despite a relatively small resident population, the City of Grass Valley is the regional economic and cultural center for several times that population throughout Nevada County. Grass Valley provides approximately 55% of Nevada County's multi-family housing units, although the City has but 12% of the County's total housing stock. Nearly 60% of City residents are renters. Thus, the City of Grass Valley is the regional (and County) focal point for rental and multi-family housing. The City of Grass Valley provides municipal water and sewer facilities.

Water Facilities - The City's water system serves approximately sixty percent (60%) of the incorporated City. The service area is 1,357 acres, approximately 2.1 square miles, with a service area population of approximately 5,855 persons. The remainder of the City and portions of the City's Planning Area with public water service are served by Nevada Irrigation District (NID).

Raw water purchased by the City from NID is treated at the City's water treatment plant, which incorporates flocculation, sedimentation, chlorination and pH control. The plant processes approximately 904,400 million gallons per day (mgd), with treated water distribution to approximately 2,120 connections. The plant has a maximum capacity to treat 4,522,000 mgd, or approximately five time the current volume.

Nevada Irrigation District – NID is currently updating its Urban Water Management Plan (UWMP) and has released a public draft of the 2020 UWMP. NID water supplies consist of surface water that consists of pre- and post-1914 water rights that total 450,000 acre-feet per year. However, NID does not regularly exercise these water rights due to hydrologic variability and temporal water right limitations. NID main water storage facilities can contain a maximum of 280,085 acre-feet of water. The NID Water Shortage Contingency Plan identifies the need for carryover storage be held in the reservoirs of not less than 78,000 AF that includes 33,800 AF of minimal pool requirements for environmental needs. Thus, total available water supply from storage is 202,085 AF.

Grant Awards – The City has been awarded several capital improvement projects over the years. For example, the City has been awarded Community Development Block Grant (CDBG) monies in 2007, 2008-09, 2009-10, 2010-11, 2013, 2017 and again in 2018. CDBG grant awards have ranged from \$35,000 to \$3.5 million dollars. The City also received 2009, 2012, 2013, and 2017 and 2022 Community-Wide Brownfield Assessment Grants from the State Department of Toxic Substance Control (DTSC). The grants have ranged from \$250,000 to \$700,000 and are utilized to clean-up Brownfield sites for future development. Aside from the active 2017 and 2022, DTSC Grants, all grants have been closed out in accordance with CDBG and DTSC grant requirements.

Grant Staffing – In coordination with Nevada County and Nevada Irrigation District, the City will develop a Request for Proposal/Request for Qualifications (RFP/RFQ) and/or other materials related to selecting a contractor (Qualified Engineering Firm) to prepare the Infrastructure Needs Study. The study will provide the requisite information to upgrade the lacking water infrastructure for the two projects identified herein. City Engineering Staff and Nevada Irrigation District will review the study to ensure that the Infrastructure Needs Study meets City and NID facility requirements. City staff will facilitate public outreach/public workshops with stakeholders. City Staff will also coordinate reporting requirements with Nevada County staff to ensure that public engagement and reporting requirements are met. No additional sub-consultants will be retained to supplement City staff.

TAB B



TAB B: Study Plan – In response to this RFP, jurisdictions and agencies serving or willing to serve areas in Nevada County's Sphere of Influence and Community Regions are invited to submit the following information for the County's consideration in distribution of the funds available to prepare an Infrastructure Needs Study:

a. Project Overview – The City plans to conduct a water infrastructure analysis of NID's water system to determine deficiencies and constraints in the system that lead to significant costs for housing. The Infrastructure Needs Study will identify water facility alternatives to determine the most cost-effective ways to provide adequate water for new housing.

b. Project Area of Focus – Two project areas are under consideration: 1) The Southern Sphere of Influence Planning & Annexation Project is located along State Route (SR) 49, immediately south of the existing City of Grass Valley limits and within the City of Grass Valley Planning Area in the central/western portion of Nevada County. The project spans both the east and west sides of SR 49, beginning in the vicinity of McKnight Road and extending south along SR 49 and La Barr Meadows Road to the western boundary of Empire Mine State Park. In total, the project area is ±400 acres and include 55 Nevada County Assessor's Parcel Numbers. Additionally zoned lands include Multiple Family (R-3) 134 dwelling units on 6.7 acres; Medium Density (R-2) 154 dwelling units on 26 acres; and Low Density (R-1) 51 dwelling units on 15 acres for a total of 339 dwelling units.

2) The City of Grass Valley RV Resort and Annexation Project is located at 11425 McCourtney Road and the Annexation properties are generally located north and east of McCourtney Road and Old Auburn Road. The project contains ±45 total acres consisting of 33 Nevada County Accessor's Parcels. The annexation areas consisting of 20 acres have been zoned to the City's Neighborhood Center (NC-Flex) Zone, which permits mixed-use and multiple family dwelling units at a density of 20 units per acre.

See attached General Plan and Zoning Maps for the project areas labeled as **Exhibits A and B**.

c. Potential for Housing – In furtherance of the goals, policies and objectives of the City's and County's Housing Elements, the Southern Sphere of Influence & Annexation Project includes additionally zoned lands resulting in a total of 339 dwelling units as described above. Environmental Review has been completed for the project and the portions of the project qualifies for streamlined ministerial review in accordance with SB 2 Grant funding.

Moreover, as noted, the RV Resort & Annexation project includes ± 25 acres rezoned from the County's Office Professional (OP) Zone to the City's Neighborhood Center Flex (NC-Flex) Zone. The NC-Flex zone permits mixed-use and multiple family dwelling units with a maximum density of 20 units per gross acre. Based upon gross acreage and taking into account existing improvements, the area could feasibly provide ± 225 units provided the entirety of the area was developed with high density multiple family dwellings. Given the glut of vacant retail and office uses in the City, it is highly likely that the property will develop as housing. A conservative estimate is anticipated to result in ± 125 total housing units.

In sum, the two projects are anticipated to yield ±464 dwelling units.

d. Potential Impact – Both of the project areas are constrained with respect to water facilities. Specifically, for the Southern Sphere of Influence & Annexation Project inadequate water facilities exists. Issues include location of the main line south and east of the Southern Sphere Project Site. The City may be able to better serve the area with its existing water lines or can develop a plan with NID, whichever is

more cost effective. The Infrastructure Needs Study will help determine the most cost-effective upgrade and then allow the City to leverage the study to pursue infrastructure grants to upgrade water infrastructure to help reduce the costs for housing. In summary, to extend treated water into the Berriman Ranch area, the 6-inch pipeline along LaBarr Meadows would have to be upgraded with bored crossings constructed under Highway 49 extending to the Southern Sphere Project Site. It should be noted, the 10-inch water line segment is a small segment on LaBarr Meadows Road. The size of the pipeline will be determined by Fire Flow; however, the minimum standard for NID waterline extensions is 8-inch. Based upon comments from NID, it is not expected that the Fire Flow and maximum day water demands for the Southern Sphere Project Site would require a pipeline along LaBarr Meadows Road to be larger than 12-inches. An additional connection at Crestview Drive would also be required to loop the system. Due to the topography and the differing pressure zones, a pressure reducing station would be required. Lastly, the size of the pipelines in the Southern Sphere Project Site would also have to meet the District's minimum standards for fire suppression. Typically, NID places fire hydrants at 1,000 feet apart and/or at intersections. NID works with the City of Grass Valley Fire Departments on specific locations.

Moreover, the RV Resort & Annexation Project has NID potable water but is lacking adequate Fire Flow in accordance with City Fire Department requirements. That is, although the RV Resort & Annexation Project is served with appropriate General Plan, Zoning, developer constructed sewer facilities, and existing NID potable water facilities, there is insufficient Fire Flow for fire suppression. Accordingly, development and redevelopment of the area will not occur until such time as adequate Fire Flows are provided in accordance with fire department standards.

e. Priority and Efforts Taken – The existing water infrastructure constrains residential development as prescribed by the City's and County's General Plan and Zoning in accordance with the adopted Regional Housing Needs Assessment (RHNA) requirements. To achieve the adopted RHNA numbers, the City has recently Certified an Environmental Impact Report and adopted a Mitigated Negative Declaration together with LAFCO Annexation of the Sphere of Influence & Annexation Project and RV Resort & Annexation Projects respectively. However, water infrastructure costs create a significant constraint to develop affordable housing. This is specifically evident considering the parcels in the RV Park Resort & Annexation Area are smaller individual parcels, property owners are unable to individually finance adequate water improvements.

f. Target Project Proposed – The Southern Sphere of influence & Annexation Project and RV Resort & Annexation Projects are the City's/County's identified Infrastructure Needs Study projects:

i. Estimate the capacity of the existing infrastructure and quantity the anticipated number of new potential affordable housing units that could be developed as part of the infrastructure expansion.

Without the extension of water facilities by both City of Grass Valley and NID, the identified residential projects will not develop at their intended densities short of 100 percent developer funding of the Infrastructure Needs Study and infrastructure improvements. Total unit count for both projects is estimated at ±464 total units provided the RV Resort & Annexation Project develops with multiple family projects.

ii. Identify pinch points or trouble areas for your project. Highlight where infrastructure upgrades are needed to support new housing within the sphere area.

The entire Southern Sphere of Influence is served by NID; however, NID facilities are lacking from the Southern Sphere Project Site and need to be extended. An existing 6-to-16-inch NID water line parallels La Barr Meadows Road and a 10-inch NID water distribution line bisects the center of the project area. It is anticipated that an upgraded 12-inch line could be utilized to service the project. City of Grass Valley provides water services in the existing City limits, including the residential areas along Freeman and Piccadilly Lanes with an agreement with NID to provide service to Berriman Ranch Phase I. Accordingly, the City of Grass Valley may be better suited to extend City water services to the area. To accomplish this, City and NID district boundaries would be required to be altered with interagency agency agreements between the City of Grass Valley and NID as approved by the Nevada County Local Agency Formation Commission. Given the existing service boundaries, water is constrained in the Southern Sphere of Influence and Annexation Project area.

The RV Resort and Annexation Project sewer is to be constructed by the RV Resort Developer. The closest tie-in to the City's sewer system is approximately ±2,000 feet from the 11425 McCourtney Road address, near the Brighton Street/McCourtney Road intersection. A pump station will be constructed on-site and a combination of force main/gravity will be installed from the project site to the City's existing sewer system. The sewer main will transition from a 2-inch force main to a 6-inch gravity main from the high point of McCourtney Road to the tie-in near Brighton Street to allow future properties along McCourtney Road to tie into the new sewer main.

Water on the other hand is constrained. NID modeling identified a total of ±500 gallons per minute (gpm) from their existing system, which will not meet Fire Flow requirements per the City's Fire Code 1,500 gpm for a 2-hour duration. Water line pinch points are at the Brighton Street Bridge over State Route 20 where the City/NID service boundaries interface. See attached schematic maps for pinch points areas for each of the projects labeled as **Exhibits C and D**.

iii. Identify the lifespan of existing facilities and identify preliminary plans and engineering cost estimates to support any potential upgrades to infrastructure required to support new housing within the sphere of influence.

Cost estimates for the Southern Sphere of Influence and Annexation Project are unknown. The Southern Sphere of Influence and Annexation Project would be served with new infrastructure.

Preliminary estimates for the Fire Flow upgrades for the RV Park and Annexation Projects are estimated at \$500,000 to \$700,000 dollars.

iv. Provide any existing information, plans, preliminary engineering or as-builts.

See preliminary schematic for the Southern Sphere of Influence Project labeled as **Exhibit C**.

See schematic designs for the extension of NID fire flow improvements required for the RV Resort & Annexation Project labeled as **Exhibit D**.

g. High Priority and Collaboration - The recently annexed areas are high priority residential, industrial,

h. and mixed-use projects for the City of Grass Valley. Benefits of the projects include: 1) Housing at higher densities in proximity to jobs and services; 2) Industrial job creation in proximity to new housing; and 3) Citizens and property owners of both areas in support of development and/or redevelopment, particularly with housing projects.

The City will be partnering with Nevada Irrigation District (NID) to fully develop the proposed project area. Citizen participation and public notices were provided prior to and concurrently with Planning Commission and City Council consideration of the projects. Given the lack and demand for housing and glut of office and retail use coupled with recent housing bills such as SB 6 - Residential Development in Commercial Zones, it's reasonable to predict that the area will develop with high density multiple family projects.

i. Justification of Housing Potential – The Infrastructure Needs Study would provide requirements and options to enhance water service to the project areas. The City plans to seek other grant funding sources for the installation of infrastructure improvements thereby creating opportunities for more affordable housing. Ultimately, study and extension of water services will assure that 339 multiple family dwelling units can be constructed in the Southern Sphere Project Area. Further study of the Fire Flows for the RV Resort and Annexation Project will facilitate development of a ± 25 - acre area that is currently underdeveloped and would accommodate 125 dwelling units.

j. Study in Alignment with General Plan – The Infrastructure Needs Study is consistent with the City's and County's General Plan policies, goals and objectives relating to provision of public services, particularity for residential uses. Both of the projects have recently been recommended by the Planning Commission and approved by the City Council and Nevada County LAFCO as being consistent with the City's 2020 General Plan. In the case of the RV Park Resort and Annexation Project, the City deliberately zoned lands to accommodate more housing recognizing the existing non-conforming uses in the area.

Specifically, the Infrastructure Needs Study is consistent the following City of Grass Valley General Plan policies, goals, and objectives:

- 9-LUG Coordinate peripheral development with the County General Plan and appropriate entities currently providing services in the Planning Area.
- 25-LUO Optimization of service delivery and land use decision making.
- 26-LUO Avoidance of land use and inter-jurisdictional conflict.
- 39-LUP Assure that acceptable inter-agency agreements regarding future service and facility provision are in place prior to approval of any major new development.
- 11-LUI Review service provision/extension plans, policies, and procedures to assure compatibility with the General Plan.
- **k.** Proposed Work Schedule Upon award of funds in November 2022, the following schedule is proposed:

December 2022 - In consultation with Nevada County, the City will develop a Request for Proposal/Request for Qualifications (RFP/RFQ) and/or other materials relating to selection of a consultant (Qualified Engineering Firm) to prepare the Infrastructure Needs Study;

January 2023 - City Council Authorization of Contract and Consultant Interviews/Selection;

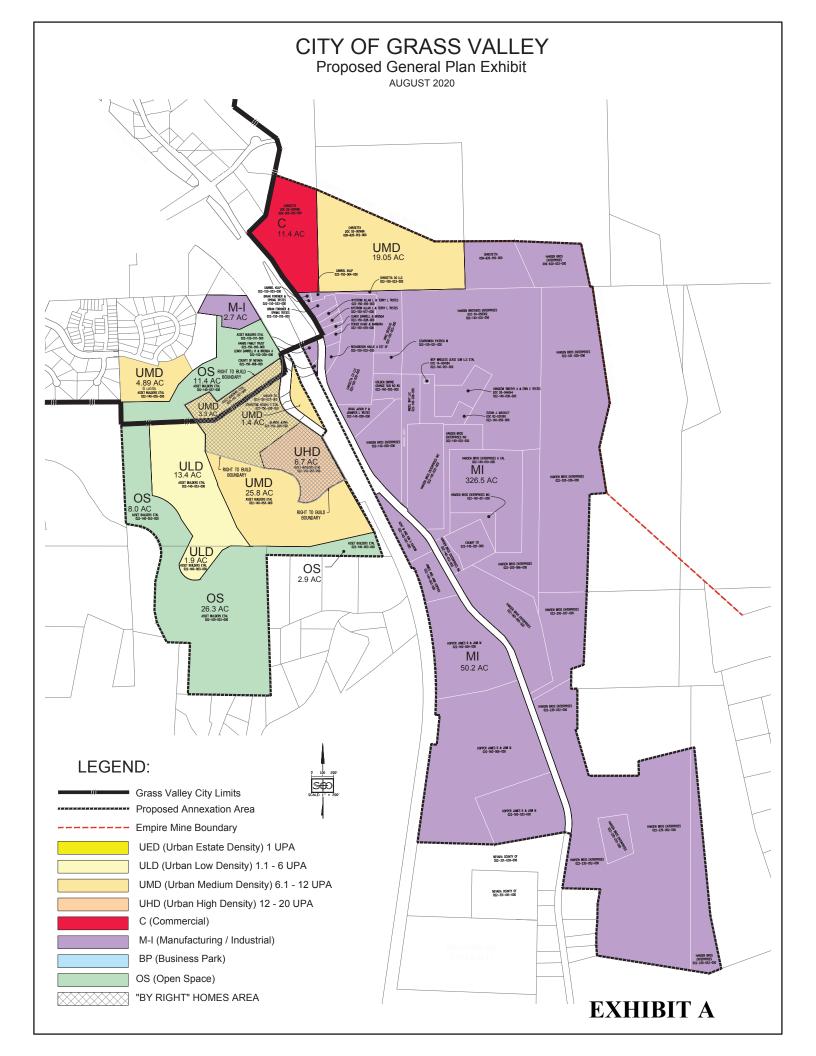
February 2023 - Public Engagement/Stakeholders Workshops;

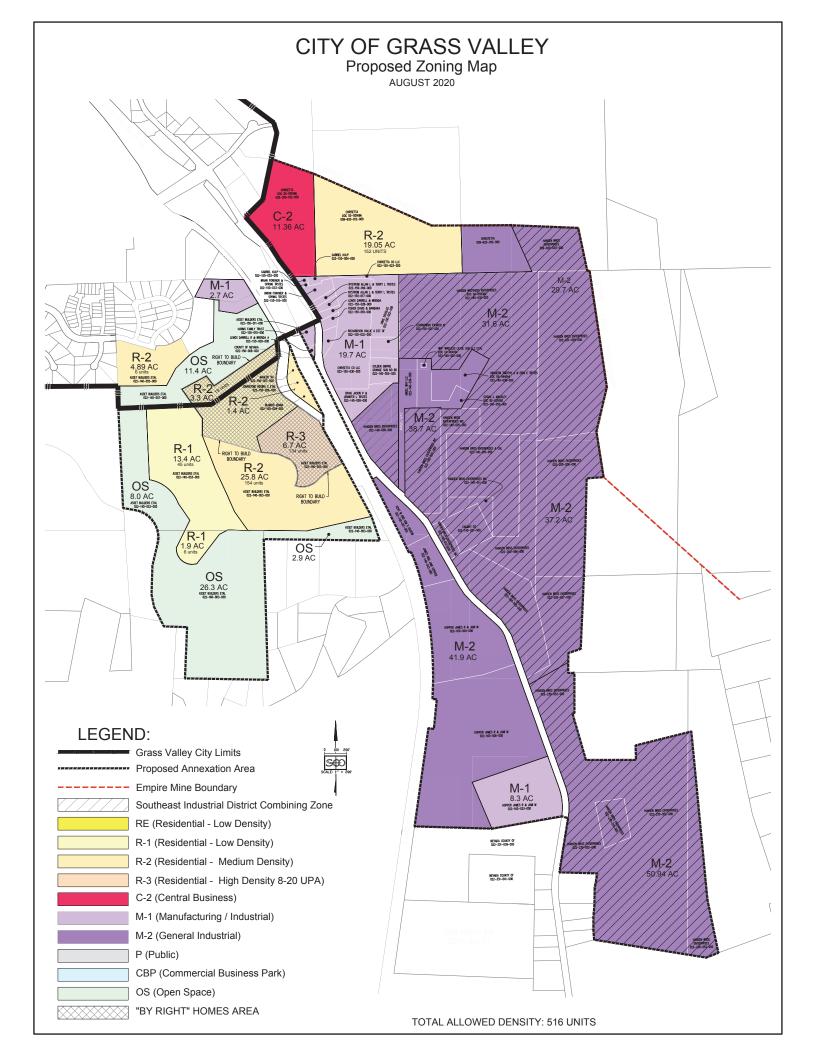
January - May - Preparation of Draft Infrastructure Needs Study;

May/June - Final Infrastructure Needs Study;

June/July – Grant Closeout

The City's primary contact will be Tom Last, Community Development Director. Lance E. Lowe, Principal Planner & Loree' McCay, Senior Accountant, will provide staff support.





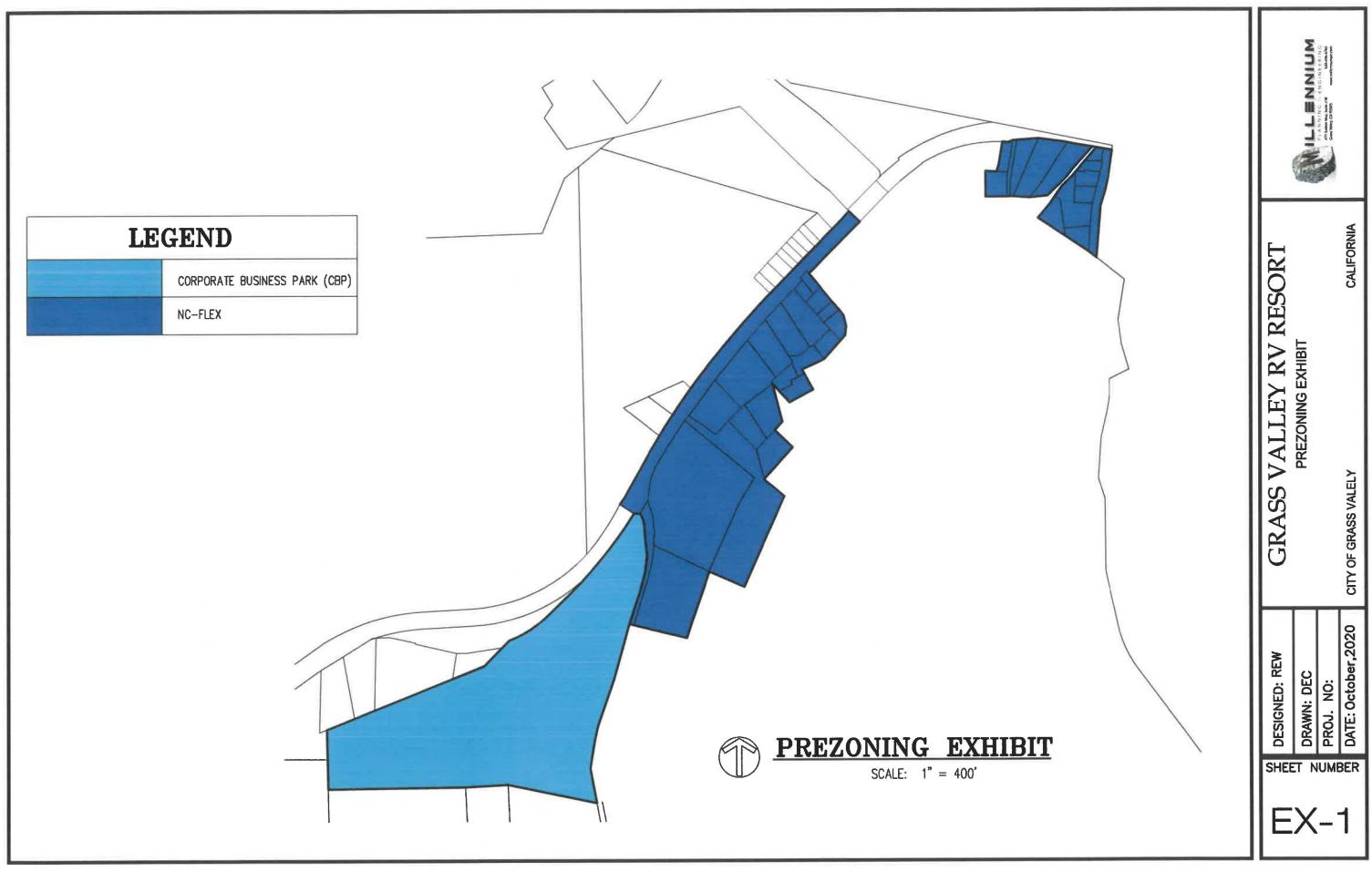
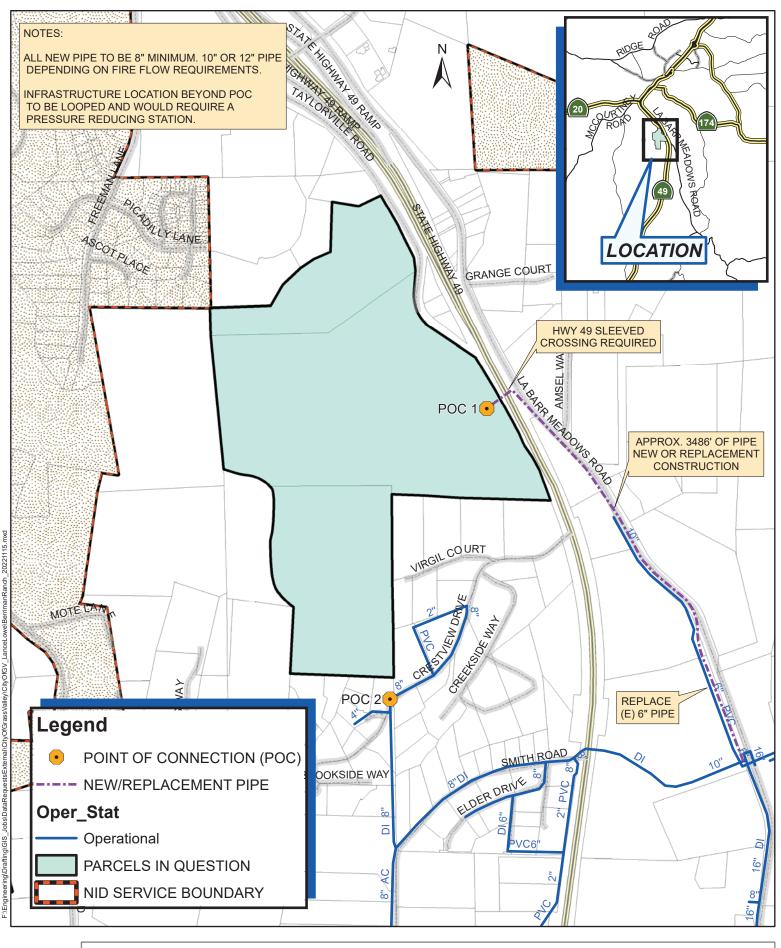


EXHIBIT B



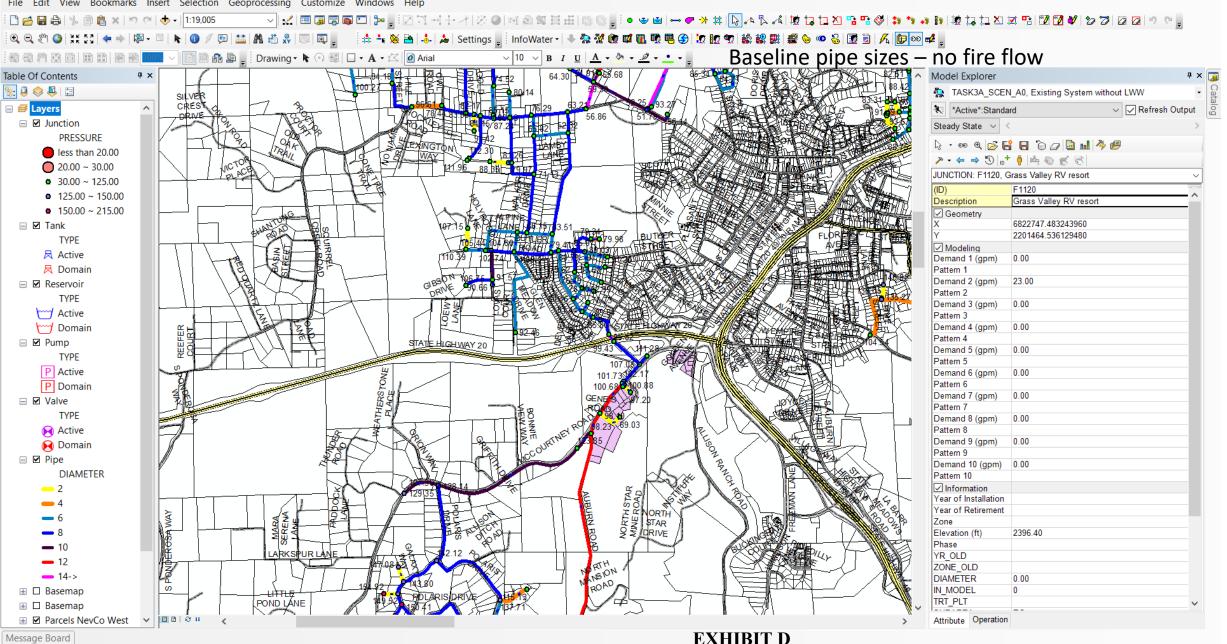
BERRIMAN RANCH WATER SERVICE POINTS OF CONNECTION AND RESTRICTIONS

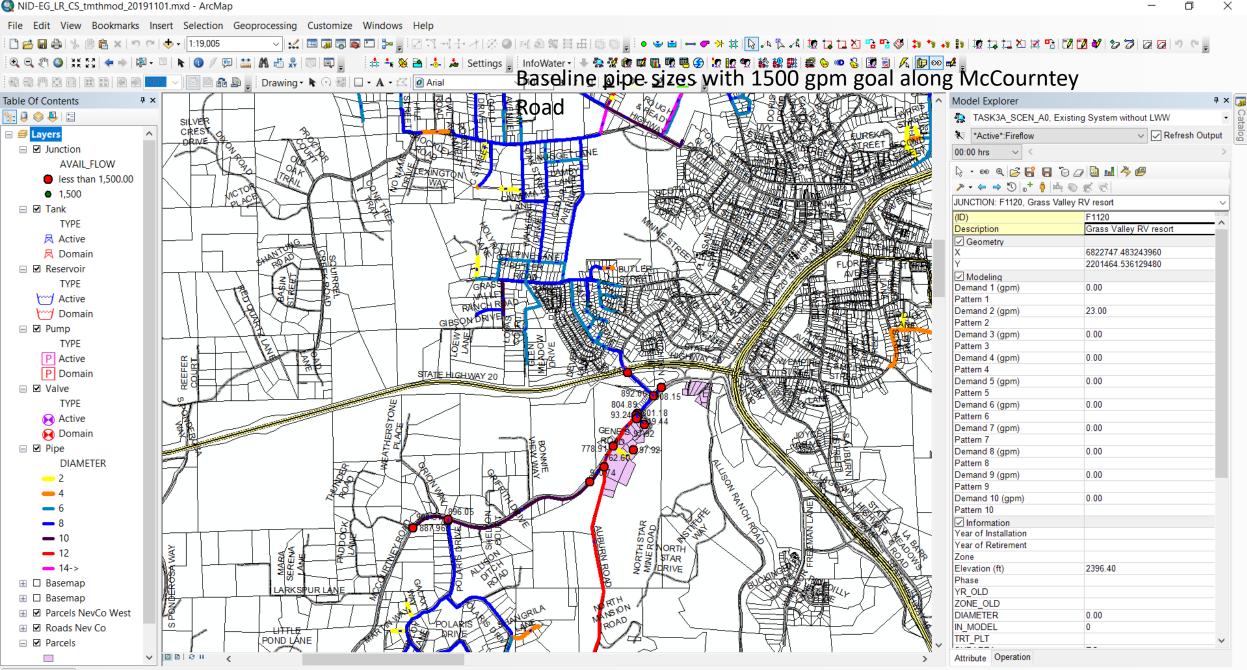
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Date: <u>11/15/2022</u> Drawn By: <u>L. HAMMER</u> NEVADA IRRIGATION DISTRICT NEVADA COUNTY -- PLACER COUNTY GRASS VALLEY, CALIFORNIA

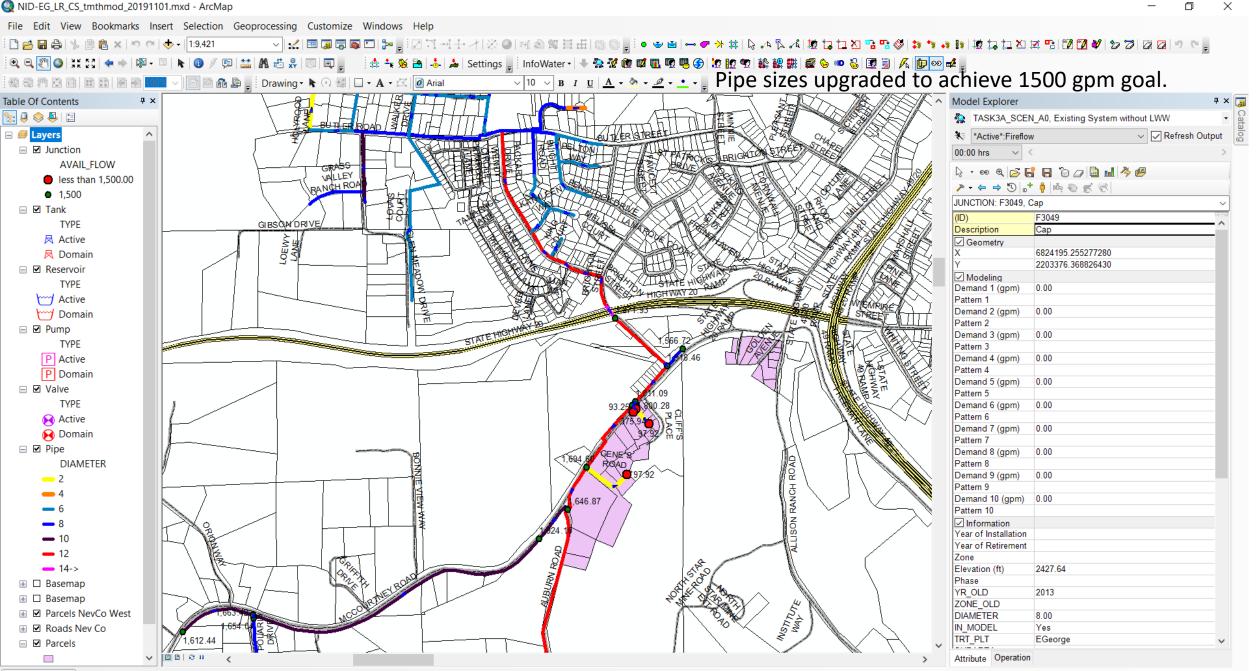
EXHIBIT C

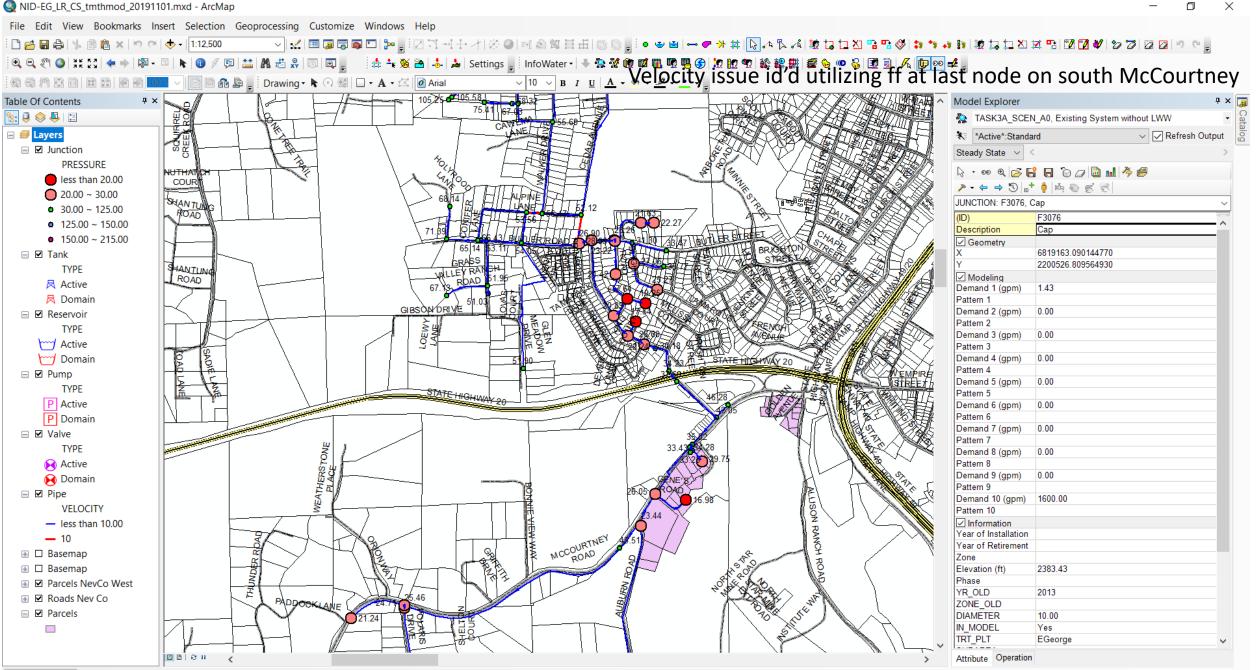
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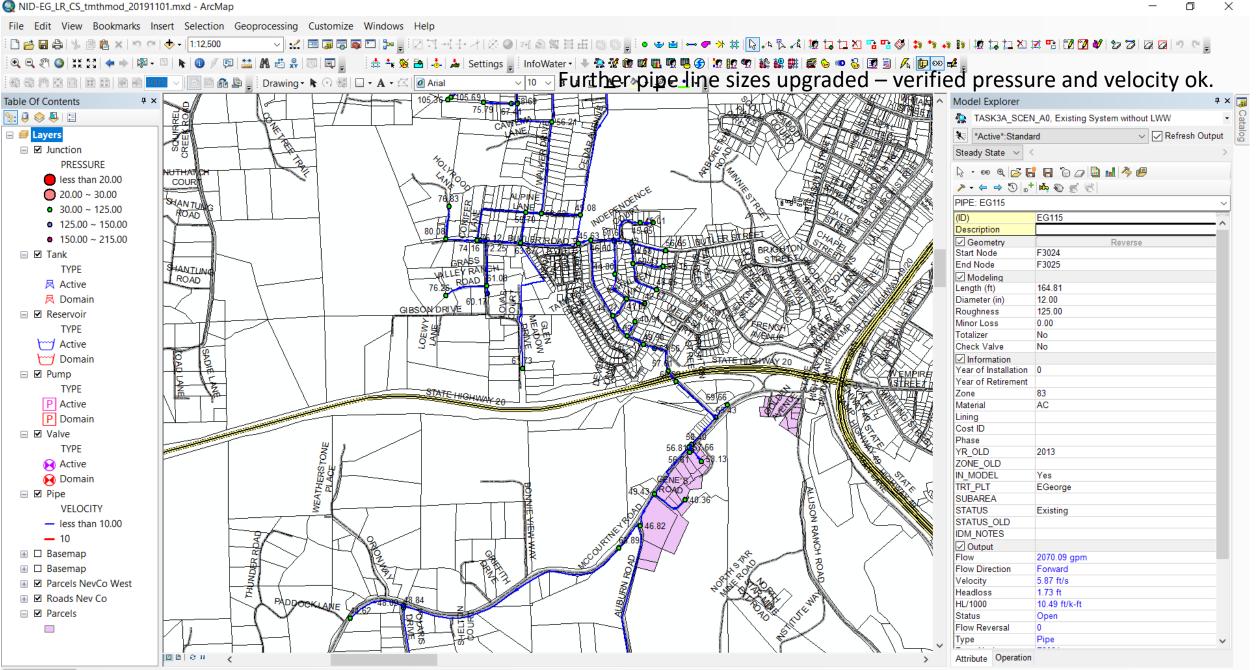
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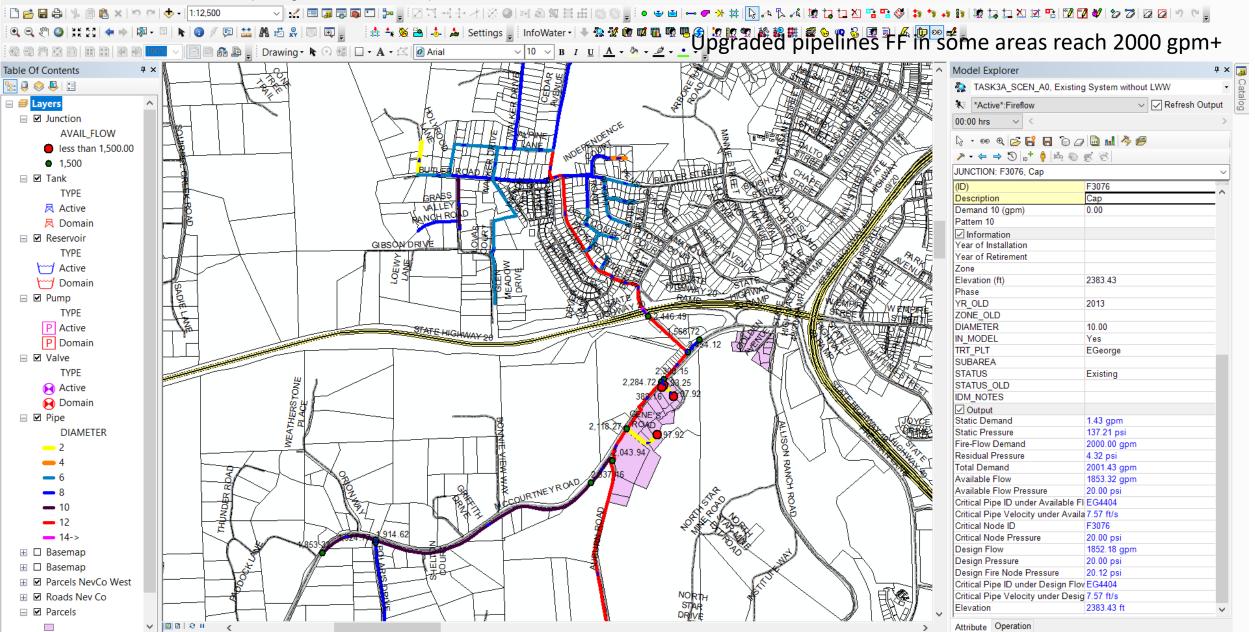


Message Board

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Pipe	length in model	description		
EG755	482	Along McCourtney upgrade 8" to 12"		
EG121	710	Along Brighton to crossing upgrade 8 to 12"		
EG488	433	Along Brighton from crossing to where it turns to Packard upgrade 8 to		
EG487	155	Along packard upgrade 8 to 12		
EG4401	254	Along packard upgrade 6 to 12		
EG119	330	Along Packard upgrade 6 to 12		
EG122	1082	Along packard upgrade 6 to 12		
EG115	165	Along Butler upgrade 8 to 12		
Total	3611			





TAB C: Collaboration and Community Impacts – Explain your approach to the successful implementation of this project. Include the following information:

a. Explain your approach to work with County staff to develop a complete understanding of the project plan and objectives and to finalize the project timeline and implementation approach/strategy.

The City of Grass Valley and Nevada County Community Development Departments have a good working relationship. It's of mutual benefit for the City and County to continue this relationship, which ultimately assists in housing production for the City and outlying areas thereby meeting the City's and Nevada County's sixth Cycle Regional Housing Needs Assessment (RHNA) obligations as part of the City's and County's 2019-2027 Housing Element.

With the preparation of the Request for Proposal, City staff will solicit input from County staff to refine the project plan and objectives. Additionally, the project timeline will be further refined to ensure the project is finalized by July 15, 2023.

On a bi-weekly basis, Tom Last will check-in with County staff to discuss findings, challenges and to verbally report progress. Tom Last will also submit summary reports to Nevada County Planning Director, Brian Foss. For the duration of the contract Tom Last will convene virtual meetings and have phone discussions with assigned County project lead, as necessary.

b. Describe how the general public, citizen groups, housing developers, or adjacent property owners would be informed of the Study and their opportunity to participate in the process.

Public Hearings for both project areas have occurred as part of the annexation process at the Planning Commission, City Council and Nevada County Local Agency Formation Commission. This previous process included extensive outreach with all the property owners in the annexation areas. The City established excellent working relationships and built strong trust with all the owners and neighboring property owners, and we will continue with that level of outreach if awarded this grant. Comments received to date indicate several property owners and developers desiring further development of their property with some property owners noting a willingness to pay their pro-rata share of infrastructure costs. However, as noted in Tab B, no one property owner can absorb the costs to upgrade the water system. Upon selection of a consultant, the City, in coordination with Nevada County and NID, will collaborate with stakeholders, including, but not limited to: general public, citizen groups, housing developers and adjacent property owners to convene a public workshop. The public workshop will occur at the onset of the Infrastructure Needs Study to ensure that the final Infrastructure Needs Study reflects public comment and/or concerns.

TAB D



TAB D: Reporting Requirements – Describe your approach to ensuring reporting requirements are met as follows:

a. On a bi-weekly basis, check-in with County staff to discuss findings, challenges and to verbally report progress.

Tom Last, Community Development Director and/or Lance E. Lowe, Principal Planner will report directly to County staff to discuss findings, challenges and to verbally report progress on the project.

b. Monthly – submit summary report to Planning Director.

Tom Last, Community Development Director will submit summary reports directly to Brian Foss, Nevada County Planning Director.

c. Ongoing – email virtual meetings, and phone discussions with County project lead as necessary.

Tom Last, Community Development Director will include County staff in all virtual and live meetings and will following up with County staff on those meetings, which are unable to be represented by County staff, as applicable.

If selected, the City will develop a final reporting program in conjunction with County staff.

TAB E



TAB E: Leveraging Partnerships and Resources – Describe your entity's track record of leveraging partnerships, funding and other resources. Describe how your entity will leverage additional partnerships, funding and other resources in support of this Study. Bonus points will be allocated for matched funding.

With numerous grants and other funding sources awarded, the City of Grass Valley has a proven track record of leveraging partnerships. These partnerships include, but are not limited to Nevada County, Nevada Irrigation District, State Department of Housing & Community Development, Cal-Trans, DTSC and Regional Water Quality Control Board. More recently the City and County have collaborated in forming the Nevada County Regional Housing Trust Fund (via the Permanent Local Housing Allocation (PHLA) program). This included leveraging our funds to create greater opportunities to develop housing in the region. Although, the City of Grass Valley will not be contributing financially, the City and NID are dedicated to allocating in-kind staff time and other resources to ensure that the Infrastructure Needs Study is completed timely in accordance with the County's RFP.

Presently, the City is working to establish a partnership between Berriman Ranch owners and Habitat for Humanity to set aside ±10-acres for Habitat for Humanity. The Infrastructure Needs Study would help determine cost and put the City and Habitat for Humanity in a good position to apply for infrastructure grants to install water lines and make it more feasible for affordable housing.

TAB F



Attachment A RFP No. 160639 Page 1 of 2

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

1) Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the County (*ADDENDUM No. 1*):

2) Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

Х

None of this submittal is considered proprietary

OR

The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

3) Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

4) Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

Attachment A RFP No. 160639 Page 2 of 2

5) Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

6) Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

7) DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining the firm's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.

TAB G



TAB G: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract (Attachment C). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

The City is proposing changes to the Draft Contract (highlighted in red) Please see redlined Draft Contract attached. No other changes are proposed.

Attachment C RFP No. 160639 Page 1 of 8

DRAFT AGREEMENT

Administering Agency: Nevada County – Planning Department

Grant Award Allocation No.

Description: Regional Infrastructure Planning Study -Grant Program

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made at Nevada City, California, by and between the County of Nevada, ("County"), and XXXXX ("Grant Recipient"), who agree as follows:

- <u>Use of Funds</u>: Grant Recipient agrees to use the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 2027 Housing Element in full compliance with all REAP Fund expenditure requirements and for the purposes set forth in Exhibit A.
- 2. Grant Fund Allocation County shall allocate REAP Funds designated specific to the to assist in housing production and to facilities facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 2027 Housing Element efforts in the time and in the amount set forth in Exhibit B. The amount of the REAP Funding shall not exceed (XX,XXX written in words) dollars (\$xx,000).
- 3. <u>Term</u> This Agreement shall be effective upon the date on which the last party hereto has executed this Agreement ("Effective Date"). All grant funds provided by this Agreement shall be expended before August 1, 2023. Completed Study(ies) are to be submitted to the Co unty no later than July 15, 2023.and reported on per the requirements stated in Exhibit C. Agreement Termination Date of: xx/xx/xxxx.
- 4. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
- 5. <u>Electronic Signatures</u> The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
- 6. <u>Time for Performance</u> Time is of the essence. Failure of Grant Recipient to expend any allocated funding prior to August 1, 2023 and completed studies must be submitted to the County no later than July 15, 2023 failure to complete the study on time shall constitute a return of unspent funds to the County as of the termination date. Failure of Grant Recipient to extend any allocated funding prior to August 1, 2023, failure to submit completed studies to the County on or before July 15, 2023, and/or failure to complete the study on time shall constitute a return of unspent funds to the County as of the termination date. Grant Recipient t shall devote such time as is reasonably necessary to complete the Regional Infrastructure Needs Study effort pursuant to this Agreement. Grant Recipient's unauthorized expenditure of Funds shall constitute a material breach of this Agreement, and in addition to any other remedy available at law, shall serve as a basis upon which the County may elect to immediately suspend REAP Fund payments, or terminate this Agreement, or both without notice.
- 7. Hold Harmless and Indemnification Agreement "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims

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or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the REAP funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either party or to enlarge in any way either party's liability but is intended solely to provide for indemnification of the Indemnified party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.

- 8. <u>Drug-Free Workplace</u> Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code sections 8355-8357 that it will provide a drug-free workplace.
- 9. **Political Activities** Grant Recipient shall in no/instance expend funds or use resources derived from this Agreement on any political activities.
- 10. <u>Reporting Requirements</u> Grant Recipient will be required to maintain records and provide project information to the County or its Contract Administrator as provided in Exhibit C.
- 11. Conflict of Interest Grant Recipient certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Grant Recipient agrees that no such person will be employed in the performance of this Agreement unless first agree ed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
- 12. <u>Entirety of Agreement</u> This Agreement contains the entire agreement of County and Grant Recipient with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.
- 13. <u>Alteration</u> No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
- 14. <u>Governing Law and Venue</u> This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
- 15. Compliance with Applicable Laws Grant Recipient shall comply with any and all federal, state, and local laws, codes, ordinances, rules, and regulations which relate to, concern of or affect the Services to be provided by this Agreement.
- 16. **Prevailing Wage** The services described herein may be considered "public works" as defined by California Labor Code section 1720 et seq. Any funds expended as a result of this award Grant Recipient will be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the awarded Agreement.
- 17. <u>Subrecipient</u> Grantees are not considered subrecipients. Grant Recipients should follow appropriate rules, regulations, and best financial practices with respect to management of federal funds. To the extent applicable Grant Recipient is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super

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Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.

<u>https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl</u> As this agreement is not a Subrecipient agreement, such federal reporting shall not be provided to the County of Nevada.

18. <u>Notification</u> Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

GRANT RECIPIENT

Nevada County Planning Department Attn: Address 950 Maidu Avenue Nevada City, CA 95959

Attn: Address:

Phone: Email: Phone: Email:

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

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Authority: All individuals executing this Agreement on behalf of Grant Recipient represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Grant Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement, to begin on the Effective Date.

COUN	TY OF NEVADA:
By:	Date:
Printed	Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors
	By: Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors
GRAN'	recipient:
By:	Date:
Name:	
* Title:	
By:	Date:
Name:	
* Title:	Secretary

*If Grant Recipient is a corporation, this Agreement must be signed by two corporate officers; one of which <u>must</u> be the secretary of the corporation, and the other may be either the President or Vice President, <u>unless</u> an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).

Exhibits

- A. Purpose and Use of Funds
- B. Schedule of Payments
- C. A-1: Proposal Received in response to RFP No. 160639: Regional Infrastructure Planning Study funded in part by the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element

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EXHIBIT A

PURPOSE AND USE OF FUNDS

Grant Recipient agrees to use the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element, specifically, "Regional Infrastructure Planning Study" provided to cover those costs identified in the submitted Proposal received from this Entity which is attached hereto and incorporated herein as Exhibit A-1. These funds are designated to assist in housing production and to facilities facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element.

Budget Items	Funds Proposed FY 2022/23	
	100	

*Describe Contracts for Service Delivery, Equipment Purchases, or Other Expenses, including amount per: Funds may be allocated flexibly among proposed line items up to 10% of each line item; budget modifications greater than 10% of changed line item must be requested and have written approval by County grant manager.

1. GRANT AWARD RECIEPENT REPORTING.

- a. Grant Recipient will be required to submit monthly "Project and Expenditure Reports" until the funded project is complete to the County or its designated Contract Administrator.
- b. The first report will be due on or about December 15, 2022.
- c. The report would be required to include:
 - i. Project name
 - ii. Overall Context: This section will provide an overview of the project, including needs, challenges, limiting factors, opportunities and solutions which are unique to the agency or jurisdiction. The section should also discuss the overall approach, goals, and high-level summary of the status of the program.
 - iii. Project Highlights, Accomplishments and Best Practices: This section will generally discuss some highlights for the overall project from last month and any accomplishments resulting from the efforts in implementing or developing the project. This section may also list and explain some of the best practices occurring through the project along with project highlights.
 - Project description (Project descriptions must describe the project in enough detail to provide understanding of the major activities that will occur and will be required to be between 50 and 250 words.)
 - v. Primary place of performance

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- vi. Period of performance start and end dates
- vii. Expenditure report (Current period obligation; Cumulative obligation; Current period expenditure; Cumulative expenditure)
- viii. Project status (Not started; Completed less than 50%; Completed 50% or more; Completed)
- ix. The County reserves the right to update these requirements based on the reporting requirements for the REAP Grant program.

TAB H



Budget Proposal Form

INSTRUCTIONS: Using this form, define the following.

- **A.** What is your total funding request for this grant? **\$115,000**. The City has included \$10,000 in matching funds for City staff and NID staff time for a total cost of \$125,000
- **B.** Summarizing major expenses and other sources of revenue including matching funds. Be sure to list sources and amounts of matching funds in your budget.

In coordination with Nevada County and Nevada Irrigation District, the City will develop a Request for Proposal/Request for Qualifications (RFP/RFQ) and/or other materials related to selecting a contractor (Qualified Engineering Firm) to prepare the Infrastructure Needs Study. The study will provide the requisite information to upgrade the lacking water infrastructure for the two projects identified herein. City Engineering Staff and Nevada Irrigation District will review the study to ensure that the Infrastructure Needs Study meets City and NID requirements.

City staff will facilitate public outreach/public meetings with stakeholders. City Staff will also coordinate reporting requirements with Nevada County Staff to ensure that public engagement and reporting requirements are met. No additional sub-consultants will be retained to supplement staff.

All cost proposals shall be signed and dated per Section 5.2 of this RFP and shall be submitted in a separate sealed envelope or package.

DESCRIPTION	COST	
Consultant Study Contract by Qualified Engineering Firm	\$100,000	
Public Engagement/Stakeholders Meeting(s)	\$ 5,000	
City staff Salary and Benefits Reimbursement (Approximately 50 hours of staff time)	\$ 5,000	
NID staff Salary and Benefits Reimbursement (Approximately 50 hours of staff time)	\$ 5,000	
Grant Administration City staff-Matching Funds (Approximately 50 hours of staff time)	\$ 5,000 Match	
Grant Administration NID staff-Matching Funds (Approximately 50 hours of staff time)	\$ 5,000 Match	
TOTAL COST: Includes Matching Funds	\$ 125,000	

Name of Firm: ___City of Grass Valley

Authorized Signature:

Printed Name and Title:_<u>Tim Kiser, City Manager</u>

Date:<u>11/17/2022</u>