

REQUEST FOR PROPOSAL

**TO PROVIDE PROFESSIONAL ENGINEERING AND PLANNING
SERVICES FOR THE
THE JOINT SWEETWATER AUTHORITY – OTAY WATER DISTRICT
RECYCLED WATER INTERTIE PROJECT PLANNING STUDY**

Otay Water District
CIP P1210
PROPOSAL DUE: Thursday, June 29, 2023 at 4:00 PM



OTAY WATER DISTRICT
2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CALIFORNIA 91978-2004
www.otaywater.gov

DATE: May 17, 2023

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REQUEST FOR PROPOSAL

I. INTRODUCTION

The Otay Water District (District) is a publicly owned water and sewer service agency serving the needs of approximately 226,000 people in a 125.5 square mile area encompassing the communities of southern El Cajon, La Mesa, Rancho San Diego, Jamul, Spring Valley, Bonita, eastern Chula Vista, Eastlake, and Otay Mesa along the international border with Mexico. The Otay Water District is a California special district authorized under the provisions of the Municipal Water District Law of 1911 and is revenue neutral, i.e., each end user pays their fair share of costs for capital improvements, water acquisition, and the operation and maintenance of facilities. Its elected Board of Directors sets the Otay Water District ordinances, policies, taxes, and rates for providing sewer, potable water, and recycled water services.

SWA's service area includes a population of approximately 202,000 people across 29 square miles. The district purchases imported and desalinated water from the SDCWA. It also utilizes local ground water, desalinated ground water, and local surface water supplies from the Sweetwater River watershed. SWA treats its surface water supplies at the Robert A. Perdue Water Treatment Plant. The Richard A. Reynolds Groundwater Desalination Facility treats the district's local groundwater. The district does not collect or treat wastewater, nor does it currently distribute RW. SWA's service area primarily covers the City of National City, portions of the City of Chula Vista, and the County of San Diego's unincorporated community of Bonita.

II. PROJECT OVERVIEW

The Otay Water District (District) will require the professional services of an engineering and planning firm for completion of the Joint Sweetwater Authority - Otay Water District Recycled Water Intertie Project Planning Study (Intertie Project). The Project which will evaluate how best to leverage existing recycled water (RW) storage available in Otay Water District's (OWD) distribution system and expand OWD's existing system into Sweetwater Authority's (SWA) service area and into undeveloped areas within OWD's service area. The general scope of work for the Project will include the following elements:

- Identification of potential end users and associated demand for recycled water.
- Identification of alternative connection points and pipeline alignments for an expanded distribution system from OWD system into Sweetwater Authority's (SWA) service area.
- Identification of infrastructure required.
- Identification of regulatory requirements and legal issues associated with a recycled water system expansion.
- Feasibility assessment of constructing, operating, and maintaining the proposed infrastructure.

A description of the Consultant-provided services to be performed is given in **Attachment A**.

Bob Kennedy is designated as the District's Project Manager to provide coordination and review of the professional services provided by the Consultant. The District reserves the right to appoint a different District Project Manager at any time.

Copies of the following Otay WD documents are available in electronic form through the District's public website at:

<https://otaywater.gov/about-otay/news-and-documents/publications-and-public-notice/> Click **"Planning Documents"** and **"Water Resources"** tabs.

1. *Otay Water District, 2015 Water Facilities Master Plan Update*, Atkins, dated March 2016.
2. *Otay Water District, 2013 Wastewater Management Plan*, Malcolm Pirnie/Arcadis, dated May 2013.
3. *Otay Water District, 2015 Integrated Resources Plan Update*, Carollo, dated June 2016.
4. *Otay Water District, 2020 Urban Water Management Plan Update*, dated June 2021.

Copies of the following SWA documents are available in electronic form through the SWA's public website at:

<https://www.sweetwater.org/160/Public-Documents>

"Standards and Plans" and **"Plans"** tabs.

1. *Sweetwater Authority, Water Distribution System Master Plan*, HDR, dated December 28, 2021.
2. *Sweetwater Authority, 2020 Urban Water Management Plan*, HDR, dated April 13, 2021.
3. *Sweetwater Authority, Recycled Water Master Plan*, Carollo, dated June 2005.

The District anticipates that the process for selection of the Consultant and award of a professional services agreement will be according to the following schedule:

Advertisement in Paper	Thursday, May 4, 2023
LOI & SOQ Due	Tuesday, May 16, 2023
RFP Emailed	Wednesday, May 17, 2023
RFP Pre-Proposal Meeting	Wednesday, May 31, 2023
Proposal Due	Thursday, June 29, 2023
Shortlist Notification	Thursday, July 13, 2023
Presentation and Interview	Thursday, July 27, 2023
Committee Meeting	Monday, July 31, 2023
Board Meeting	Monday, August 21, 2023
Notice to Proceed (Tentative)	Wednesday, September 6, 2023

The contract will be awarded for approximately 18 months based on the following anticipated and approximate project schedule assuming District staff returns comments within 30 days.

Project Kickoff Meeting	September 2023
Stakeholder Meetings OWD-SWA Service Areas	September 2023 to February 2024
Target Midcourse Meeting Date with SWRCB Project Manager	February 27, 2024
Draft RW Study	August 2024
Final Project Report Prep & Submittal to WRFP PM	November 2024

A **non-mandatory** pre-proposal meeting will be held via Zoom video online conference (<https://zoom.us/j/92373690108>, Meeting ID: 923 7369 0108 or dial by phone (669) 900 9128 for audio only) on Wednesday, May 31, 2023 at 9:30 AM, to give a general overview of the professional engineering and planning services and to address questions.

Individual questions from consultants to discuss the Request for Proposal (RFP) for the professional design services must be in writing to the Otay Water District Project Manager at bob.kennedy@otaywater.gov . Any clarification, amendment, or changes to the RFP will be in writing and sent to all consultants proposing on the professional engineering design services.

The District will notify all Consultants who have submitted a written proposal for the professional engineering design services, of the outcome of the selection of the Consultant.

III. TYPE OF CONTRACT

The Consultant selected to provide the professional engineering design services will enter into an agreement (sample agreement provided in Attachment C) subject to negotiation after the firm has been selected. Any changes to the sample agreement proposed by the Consultant shall be submitted in response to this RFP. No additional changes will be considered after submitting the proposals.

The Consultant will not be allowed to markup any of the subconsultant's work. A maximum markup of 10% will be allowed on all reimbursable costs. Reimbursable costs are defined as only vehicle mileage, printing costs, and courier services. Reimbursable expenses will be included in the total contract amount.

IV. QUALIFICATIONS AND EXPERIENCE

The Consultant must have been the Prime on at least three (3) projects similar in nature, magnitude, and complexity to the Intertie Project. The assigned Project Manager shall be a Registered Professional in their field of expertise within the State of California. The assigned Principal-in-Charge shall be Registered Professional or have professional affiliations in their field of expertise within the State of California.

All Consultants' team members must be listed in the proposal including any tiered subconsultants who will provide special professional services. Their qualifications and experience must be comparable to that of the Consultant.

All Consultants, Sub-Consultants and Sub-Contractors shall be registered with the California Department of Industrial Relations per Senate Bill SB854. As of April 1, 2015, the District cannot accept proposals if a Contractor/Consultant is not registered.

V. SCOPE OF SERVICES

The scope of services to be provided by the Consultant and by the District is outlined in detail in **Attachment A**. Each consultant submitting a proposal on the Project is encouraged to provide comments and recommendations for changes, additions or deletions to the scope of services requested.

VI. PROPOSAL REQUIREMENTS

The Consultant's written proposal shall consist of three (3) parts:

- Main Proposal
- Cost Proposal
- Company Background Questionnaire

The Main Proposal shall be limited to a maximum of thirty (30) pages with information provided only on a single side of a page. Every divider, blank page, the front cover, and the rear cover each count as a page. The separately bound Cost Proposal is not page limited but should present the requested information concisely. The Company Background Questionnaire (**Attachment F**) is a three (3) page form that shall be submitted together with the Cost Proposal.

Each consultant shall submit to the attention of the District's Project Manager no later than the proposal due date and time, one (1) electronic .pdf copy of the Main Proposal, one (1) electronic .pdf copy of the Cost Proposal, and (1) electronic .pdf copy of a Company Background Questionnaire via email to Otay Water District, Senior Engineering Technician, donald.bienvenue@otaywater.gov. All electronic documents to be OCR'd (Optical Character Recognition). Any consultant that does not submit its proposal by the time and date required in this request for proposal will be considered non-responsive. Failure to submit information in accordance with these requirements may be cause for disqualification. The District reserves the right to reject all proposals and terminate or postpone the Project for any reason.

Proposals should be concise, well organized, and demonstrate the qualifications and experience applicable to the contract. Proposals submitted in response to this RFP shall include the following information as a minimum:

1. Executive Summary – Include a brief overview describing the proposal and discuss the firm's overall approach to a typical on-call project.
2. Describe project organization, including identification and responsibilities of key personnel. Indicate the responsibilities of all sub-consultants.
3. Provide descriptions of the specific experience and qualifications of the designated Principal-In-Charge, Project Manager and support staff related to the outlined Scope of Work. Provide resumes of key staff that will be performing services for the District. Resumes shall include relevant experience, education, licenses, and certifications and each resume shall not exceed two pages in length.
4. Describe the Consultant's approach to successfully completing the work required by this RFP. Describe the proposed line-of-communication between the District, the Consultant and sub-consultants. Address approach to team integration to ensure timely responses to District's requests.
5. A summary of Consultant's qualifications following the format in Attachment D which shall clearly identify the Consultant's qualifications and the project team's experience on similar

- projects. Provide contact names, email addresses, and phone numbers for at least three (3) of the projects listed in Attachment D that will serve as references. The District requires at least three responsive references to evaluate performance on past projects.
6. Provide discussion of the Consultant's overall QA/QC program. Provide discussion on how the QA/QC program ensured technical accuracy and successful completion of the work.
 7. Provide a statement that all work will be performed on a time and materials basis "not-to-exceed" the contract price and acknowledging that no additional compensation will be received beyond price negotiated for each task (task order) to be performed unless changes are approved in advance by a change order signed by the District.
 8. The selected Consultant may be asked to sign a "Conflict of Interest" Form No. 700.
 9. Provide evidence of insurance in at least the following amounts:
 - a. Workers compensation and employer's liability insurance – Workers compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
 - b. Comprehensive general liability insurance – insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - c. Comprehensive automobile liability insurance – List name(s) of insurance providers for comprehensive automobile liability insurance and amount. (Must include owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.)
 - d. Professional liability (errors & omissions) insurance affording professional liability insurance – To a limit of \$1,000,000 each claim, and \$1,000,000 aggregate.
 10. Provide evidence of commercial general liability, business automobile liability, employer's liability, and professional liability insurance in a combined single limit not less than one million dollars (\$1,000,000) per occurrence throughout the life of the contract. Liability policies will be endorsed to name the District, its officers and employees as "additional insured's" under said insurance coverage and state that such insurance will be deemed "primary" such that any other insurance carried by the District will be excess thereto. Provide a statement that the District will be named as an additional insured. Also provide policy language or an endorsement indicating that minimum 30 days notice (10 days for non-payment of premium) will be provided to the District upon cancellation of any policy.
 11. Name, title, address, and telephone number of individual(s) authorized to negotiate, represent, and contractually bind the Consultant. Legal name, address and form of the company (partnership, corporation, joint venture, etc.) and identification of the parent company (if applicable).

12. Provide a statement that the consultant has reviewed the attached professional services agreement, can meet the requirements of the agreement, and is willing to enter into an agreement with the District.
13. List and provide satisfactory evidence validating the Consultant's status as a Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Emerging Business Enterprise (EBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE) or Women Business Enterprise (WBE).
14. The Cost Proposal shall include the following information:
 - a. Fee Proposal
 - i. The Fee Proposal shall be prepared following the format in Attachment B and shall clearly show the estimated man hours and direct and indirect expenses for each task. If subconsultants are part of the project team, they must be listed under the task(s) they perform.
 - b. Rate Schedules
 - i. Provide an hourly billing rate schedule for the Consultant and each subconsultant. The rates shall be inclusive of overhead and profit, and shall be held constant for the duration of the project.
 - c. Statements
 - i. Provide a statement that all work will be performed on a time and materials "not-to-exceed" basis for the agreed amount and acknowledge that no additional compensation will be received beyond the total amount negotiated for the scope of work unless changes are approved in advance by a written change order issued and signed by the District and the Consultant.
 - ii. A statement to the effect that the proposal is a firm offer for a period of 90 days from the due date of submittal of the proposal.

VII. CRITERIA FOR CONSULTANT SELECTION

Each Main Proposal will be evaluated and rated by a Review Panel comprised of a total of five SWA and Otay WD staff members, including the Project Manager. At no point in the process is the Review Panel made aware of any information in the Cost Proposal. The Project Manager will combine the composite score of the Review Panel. A Staff Member, outside of the Review Panel, will score the Cost Proposal. After completion of interviews, the Staff Member will combine the Review Panel's composite score with the score assigned to the Cost Proposal to arrive at a total for the written proposal. Based upon the written proposal evaluation scores, some or all the Consultants will be invited to make an oral presentation and to be interviewed. The presentations and interviews will be evaluated and rated by the same Review Panel that reviewed the written proposals. At no point in the process is the Review Panel made aware of any information in the Cost Proposal. See the example "Summary of Proposal Rankings" in Attachment E, which illustrates the selection process.

The following criteria will be used in the consultant evaluation, rating, and selection process. The following factors will be considered in the consultant selection process and consultants will be rated with a total of 100 points maximum score. See Attachment E for an example of the Summary of Proposal Rankings by Panel Members. The Consultant's proposal will be limited to thirty (30) single-sided pages maximum (including resumes, dividers, cover, and back) for the ease and review of the panel members. The District reserves the right to reject all proposals and terminate or postpone the Project.

1. Written Proposal (100 points)

a. Main Proposal (85 points, evaluated by Review Panel)

- 1) Qualifications of Team (30 points) - Qualifications and relevant experience of the Consultant's Project Manager and proposed project team.
- 2) Responsiveness and Project Understanding (25 points) - Understanding of the scope of work; responsiveness in addressing all of the proposal requirements; readability and professional appearance of the proposal; ability to complete project on schedule; and knowledge of jurisdictional agencies, environmental issues, and regulatory requirements.
- 3) Technical and Management Approach (30 points) – Soundness, viability, insightfulness, and creativity of proposed technical plan to accomplish the scope of work. Proven management approach compatible with the needs and interests of the District.

b. Cost Proposal (15 points - evaluated by Staff Member, outside of the Review Panel) - Magnitude of proposed Hourly billing rate schedules for the Consultant and tiered sub-consultants relative to competition.

c. Consultant's commitment to emerging business enterprises (EBE), disadvantaged business enterprise (DBE), minority business enterprise (MBE), and small business enterprise (SBE) (evaluated by Project Manager, Yes/No).

2. Presentation and Interview (50 Points, evaluated by Review Panel)

- a. Additional Creativity and Insight (15 points) – Presentation of concepts and ideas that enhance the proposal, further demonstrating a thorough understanding of the project and how it would be implemented.
- b. Strength of Project Manager (15 points) – Strength of the Project Manager in leading and controlling the interview process, demonstrating his/her ability to succeed in that role.
- c. Presentation and Communication Skills (10 points) - Presentation and communication skills of the Consultant's team, including organization, time management, and rapport developed with the Review Panel.
- d. Responses to Questions (10 points) - Quality of responses to interview questions, including ability to answer questions articulately, completely, and insightfully.

3. References

- a. References will be called for the highest rated Consultant from the above process. The Project Manager will assess the responses and conclude that the Consultant's performance on referenced work is Poor, Good, or Excellent.

The proposal for the services described in this RFP must be submitted to the District by 4:00 p.m. on **Thursday, June 29, 2023**. Please submit your proposal via email to Don Bienvenue, Senior Engineering Technician, donald.bienvenue@otaywater.gov.

Consultants may contact Bob Kennedy at (619) 670-2273, bob.kennedy@otaywater.gov with any questions regarding the services requested in this scope

ATTACHMENT A

Scope of Services

Joint Sweetwater Authority - Otay Water District

“Recycled Water Intertie Project Planning Study”

Plan of Study

Introduction

OWD Water District (OWD) and Sweetwater Authority (SWA) are two retail water districts located adjacent to one another in southern San Diego County. OWD and SWA are jointly applying for this Water Resources Funding Program (WRFPP) planning grant to perform the “Recycled Water Intertie Project Planning Study” which will evaluate how best to: 1) leverage existing recycled water (RW) storage available in OWD’s distribution system and 2) expand OWD’s existing system into SWA’s service area and into undeveloped areas within OWD’s service area.

The study will include the following elements:

- 1) Identification of potential end users and associated demand for RW
- 2) Identification of alternative connection points and pipeline alignments for an expanded distribution system from OWD’s system into SWA’s service area
- 3) Identification of infrastructure required
- 4) Identification of regulatory requirements and legal issues associated with RW system expansion.
- 5) Feasibility assessment of constructing, operating, and maintaining the proposed infrastructure.

Depending on the findings, the districts will pursue environmental review, design, construction, operation, maintenance, and other requirements in a second phase of the project that is outside the scope of this planning study.

Component 1

DESCRIPTION OF THE RW SERVICE AREA THAT WILL BE STUDIED

Description of OWD Water District service area:

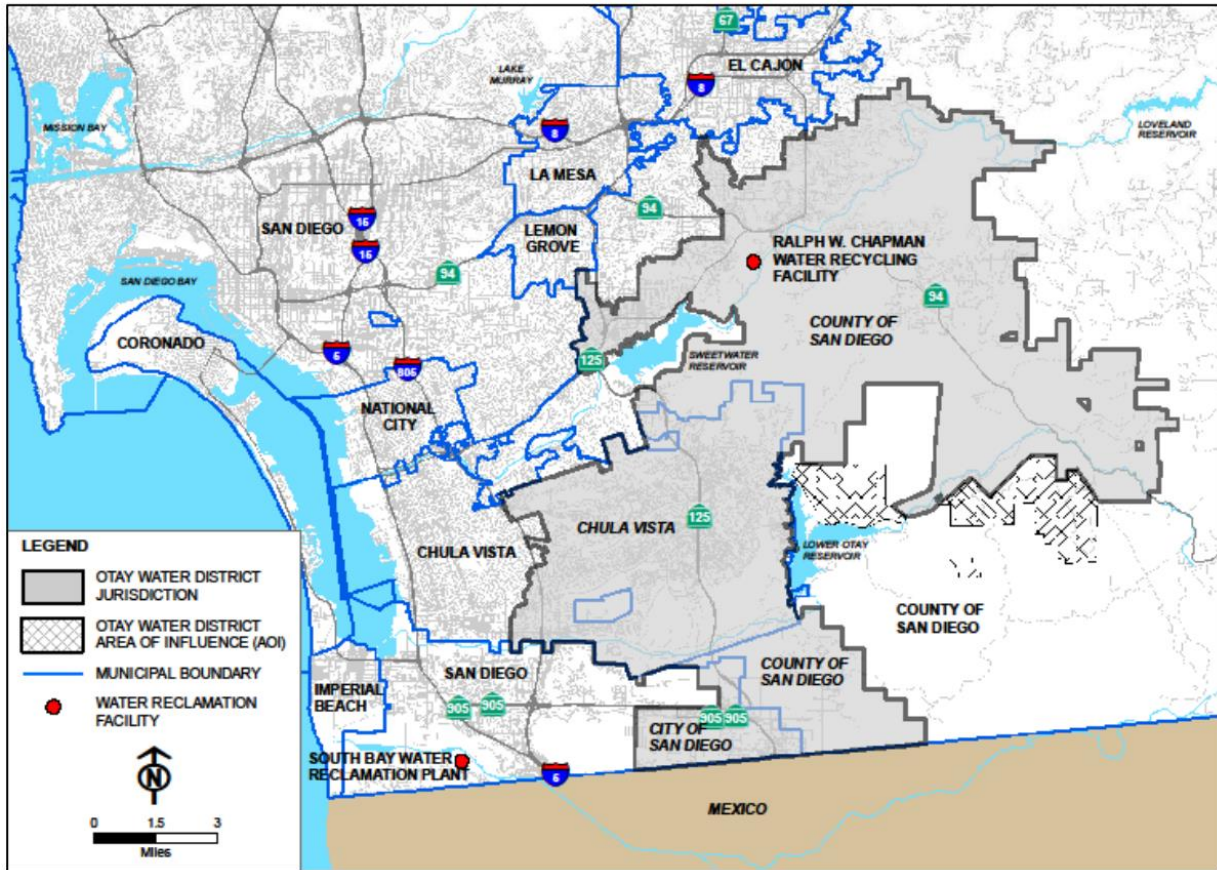
OWD’s service area is approximately 126 square miles and included 226,000 people in 2020. It is generally located within the south, central portion of San Diego County. The service area includes portions of a wide spectrum of urban and rural communities including southern El Cajon, La Mesa, Rancho San Diego, Jamul, Spring Valley, Bonita, eastern City of Chula Vista, Eastlake, Otay Ranch, and Otay Mesa areas. The population falling within OWD’s boundaries has grown from approximately 48,300 in 1980 to 225,870 in 2020. The district obtains all of its potable water from the San Diego County Water Authority (SDCWA), the region’s water wholesaler. The District purchases its treated water from the SDCWA and neighboring Helix Water District (through SDCWA). OWD does not have local surface or groundwater water of its own. It collects wastewater to treat and distribute as RW and maintains over 93 miles of RW transmission and distribution pipelines, pump stations and reservoirs. In 2021 OWD served approximately 4,131 AF of RW for landscape irrigation to nearly 700 customers. In 2022 3,867 AF was distributed. The wastewater that is collected but not recycled is conveyed to the San Diego Metropolitan Wastewater System (Metro) interceptors. OWD is adjacent and to the east of SWA. Below is a map showing OWD’s service area,

ATTACHMENT A

Scope of Services

including cities and unincorporated areas falling within its boundaries (source of statistics: OWD staff, source of map: OWD 2020 Urban Water Management Plan (UWMP)).

OWD Service Area Boundaries with Municipalities

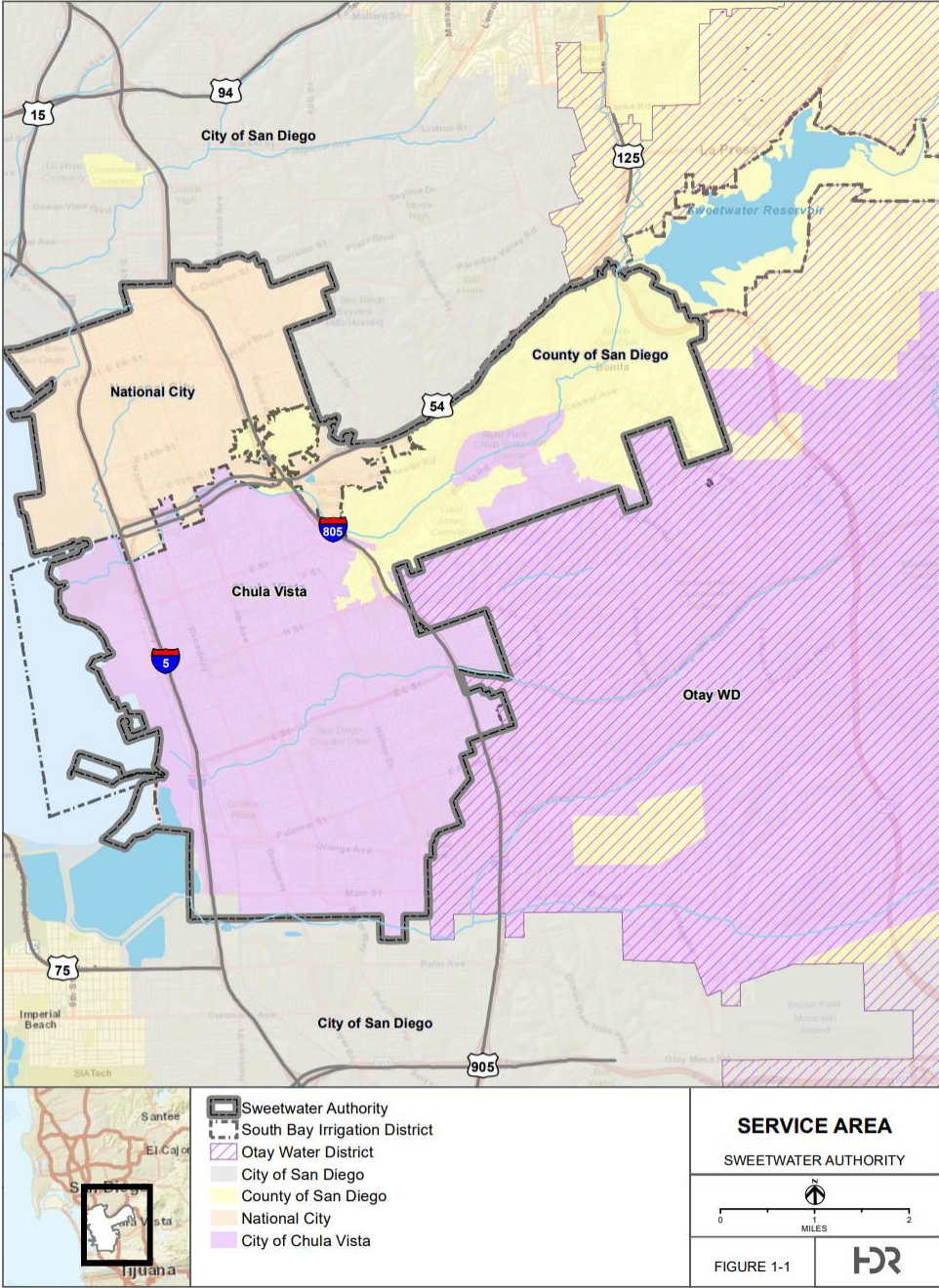


Description of SWA's service area:

SWA's service area includes a population of approximately 202,000 people across 29 square miles. The district purchases imported and desalinated water from the SDCWA. It also utilizes local ground water, desalinated ground water, and local surface water supplies from the Sweetwater River watershed. SWA treats its surface water supplies at the Robert A. Perdue Water Treatment Plant. The Richard A. Reynolds Groundwater Desalination Facility treats the district's local groundwater. The district does not collect or treat wastewater, nor does it currently distribute RW. SWA's service area primarily covers the City of National City, portions of the City of Chula Vista, and the County of San Diego's unincorporated community of Bonita. Below is a map showing SWA's service area, including cities and unincorporated areas falling within its boundaries (source: SWA 2020 UWMP).

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SWA Service Area Boundaries with Municipalities



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Scope of Services

Component 2

THE POTENTIAL SOURCES OF RW AND A BRIEF SUMMARY OF THE UNIT PROCESSES CURRENTLY IN USE AT EXISTING TREATMENT FACILITIES

This planning study focuses on how to optimally expand the distribution and use of RW produced at two existing RW treatment facilities: (1) OWD's Ralph W. Chapman Water Reclamation Facility (RWCWRF) in the northern section of OWD's service area and (2) The City of San Diego's South Bay Water Reclamation Plant (SBWRP) located within the City of San Diego just south of OWD's service area boundary line. A map of the OWD Service Area Boundaries with Municipalities (below) includes the location of both RW treatment plants. The potential increases in RW distribution and use as identified through this study is expected to be accommodated by these existing treatment facilities' current capacities and permits.

RW Sources:

RWCWRF RW sources: Wastewater flows that feed the RWCWRF originate in the Middle Sweetwater River basin, also known as the Jamacha Basin. Most of these flows are collected by OWD, with the remainder collected by the County of San Diego's Spring Valley Sanitation District (SVSD). The current wastewater collection system average dry weather flow for both agencies is approximately 1.63 million gallons per day (MGD) of which up to 1.3 MGD can be diverted to the RWCWRF. OWD provides sewer collection services to approximately 6,000 homes in the Jamacha drainage basin. Approximately two-thirds of the effluent is collected from OWD customers and one-third is collected from SVSD customers. RWCWRF receives wastewater via the Rancho San Diego Pump Station and/or the Steele Canyon Pump Station. The RWCWRF has a treatment capacity of 1.3 MGD, producing up to 1,100 AFY of RW to Title 22 standards.

SBWRP RW sources: SBWRP treats raw wastewater collected from approximately 44 square miles and 110,000 people in the southern portion of the City of San Diego, the City of Imperial Beach, the City of Chula Vista, the unincorporated portions of south and east San Diego County. SBWRP has a treatment capacity of 15 MGD and OWD maintains a long-term agreement with the City to purchase up to 6 MGD (11,201 AFY) of RW annually. Currently, OWD has purchased an average of 6 MGD annually (6,721 AFY) for the past 15 years.

Treatment Facilities' Unit Processes:

RWCWRF Processes: RWCWRF is a scalping plant that diverts a fairly constant flow and therefore does not experience daily peaking or wet weather peaking as in typical treatment plants. Raw sewage is pumped out of the 27-inch diameter sewer to the RWCWRF by the OWD Steele Canyon Influent Pump Station that sends flow via a forcemain to the headworks. Raw sewage enters the plant through a rotary screen at the headworks. Screened wastewater flows through a gravity channel into the grit chamber, which discharges to gravity pipes conveying wastewater into the three biological treatment (aeration) basins. These basins contain activated sludge and have an anoxic zone and three aerations zones with fine bubble panel diffusers. The aeration basins were retrofitted in 2012 to implement the Modified Ludzack-Ettinger process that has stepped aeration for denitrification. Following the biological treatment in these three basins, the treated effluent is conveyed to two of three rectangular sedimentation basins at the plant. Skimmings and waste activated sludge from the sedimentation tanks are directly discharged to the County of San Diego's Rancho San Diego Pump Station, which ultimately conveys it to the Metro system. The secondary-treated effluent is sent to the tertiary treatment train, which consists of a filtration system and disinfection. The

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Scope of Services

filtration system includes a rapid mix chamber, two flocculation chambers, two downflow sand gravity filters, chemical addition facilities, a filter backwash system, and a waste backwash system. The tertiary treated effluent is currently disinfected with gaseous chlorine. A project to replace the chlorine disinfection system with UV disinfection is currently in the design phase and should be complete by late 2024.

SBWRP Processes: The SBWRP's primary and secondary processes consist of influent screening using mechanically cleaned bar screens, grit removal using aerated grit chambers, primary sedimentation clarifiers with chain and flight sludge collectors and tilting trough scum collectors, primary effluent flow equalization storage tanks, air activated sludge biological treatment with anoxic selector, and secondary clarifiers with chain and flight sludge collectors. The tertiary treatment process consists of filter feed pumping, coagulation with chemical addition, and direct filtration with conventional deep bed mono-media filters, backwash facilities, electrodialysis reversal units, and disinfection using ultraviolet light. Sludge processing is handled at the City of San Diego's Point Loma Wastewater Treatment Plant (PLWWTP) and the Metropolitan Biosolids Center. Solids from the SBWRP are pumped to the PLWWTP through the South Metro Interceptor.

Component 3

A DESCRIPTION OF THE CURRENT DISPOSAL/REUSE OF THE WASTEWATER THAT IS PROPOSED TO BE RECYCLED

This planning study focuses on how to optimally expand the distribution and use of RW from two treatment facilities: (1) the RWCWRF and (2) SBWRP. The increased distribution and use of RW water (as identified by this study) can be accommodated under the existing treatment facilities' permits.

Current disposal of wastewater not treated to produce RW at RWCWRF: Wastewater that is not treated for beneficial reuse at the RWCWRF continues to flow to the Rancho San Diego Outfall Facilities to the Metro system, ending up at the City of San Diego's Point Loma Wastewater Treatment Plant (PLWWTP) for treatment and disposal through the Point Loma Ocean Outfall to the Pacific Ocean. PLWWTP uses an advanced primary treatment process under a waiver granted by the U.S. Environmental Protection Agency.

Current disposal of wastewater not treated as RW at SBWRP: All SBWRP tertiary treated wastewater in excess of RW demands for the plant's service area is discharged to the Pacific Ocean through the South Bay Ocean Outfall (SBOO). SBWRP is located just north of the international boundary between Mexico and the United States and less than a half mile west of the International Wastewater Treatment Plant (IWTP). The SBOO was constructed for shared use by the IWTP, operated by the International Boundary and Water Commission (IBWC), and the SBWRP. The effluent from the SBWRP is combined with the effluent from the IWTP within the SBOO prior to discharge to the Pacific Ocean.

Component 4

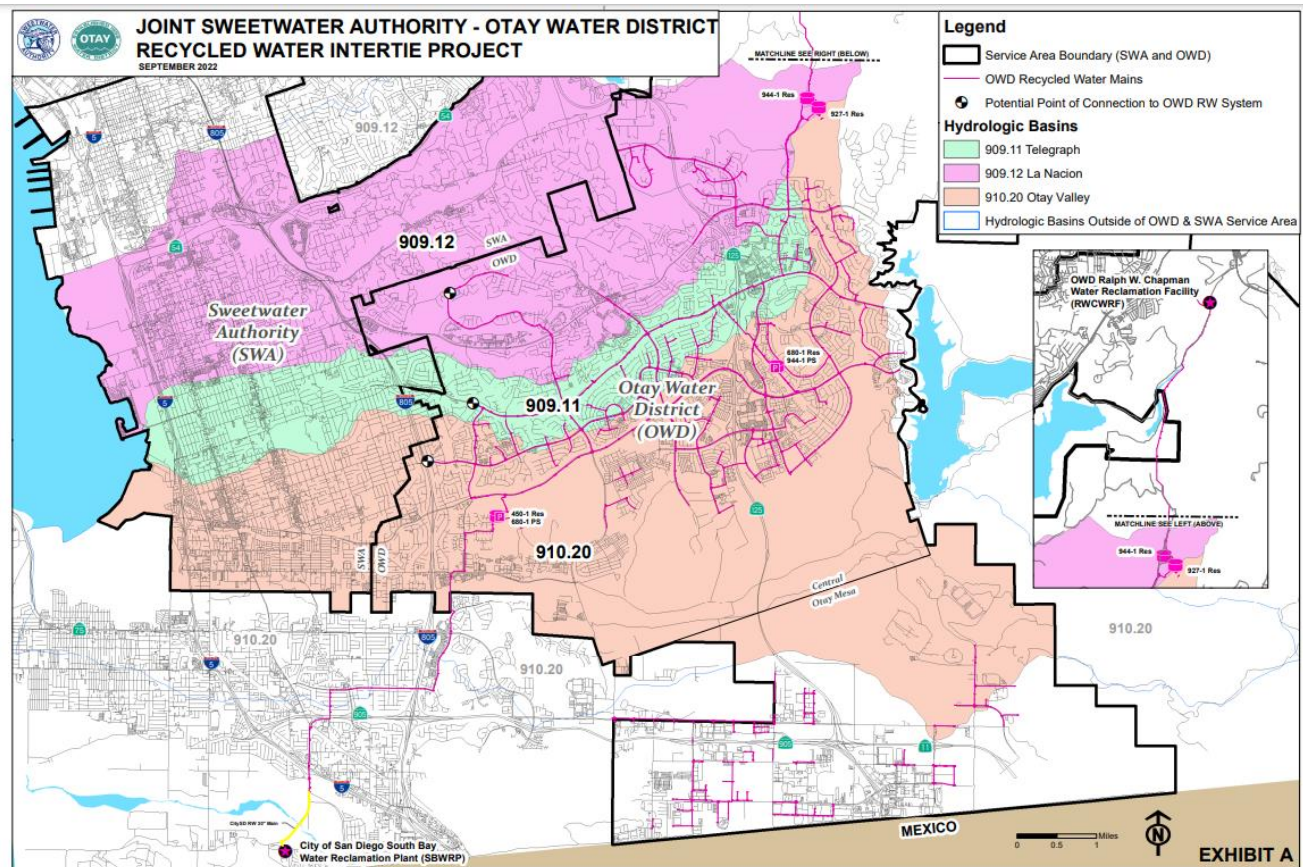
A MAP OF THE STUDY AREA SHOWING THE SOURCES OF RW AND POTENTIAL SERVICE AREA(S)

Below is a map of the project area boundaries (OWD and SWA service areas), the location of the two RW treatment plants, OWD's existing RW infrastructure, hydrologic basins, and the location of potential SWA connection points to OWD's RW system.

ATTACHMENT A

Scope of Services

Recycled Water Intertie Project Planning Study Area



Component 5

GENERAL DESCRIPTION OF CURRENT SOURCES OF FRESH WATER, INCLUDING QUANTITY AND POTENTIAL FUTURE DEMAND

OWD:

Current Sources of Fresh Water: OWD currently meets its potable demands with raw and treated water from SDCWA. Helix WD also treats water for OWD at its Levy Filtration Plant. SDCWA delivers imported water from the State Water Project (SWP) and the Colorado River system, and locally produced water from the Claude B Lewis Desalination Plant in Carlsbad. The table below shows actual supplies between 2020 and 2022 (source: OWD 2020 UWMP and OWD staff).

Actual Water Supplies in AF -

	2020	2021	2022
Purchased Potable Water	27,448	30,069	28,870

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Scope of Services

Recycled Water	3,333	4,131	3,867
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Quantity and Potential Future Demand: In fiscal year 2020, total water demand in the district's service area was 27,488 AF. By 2040, the District's water demands are projected to reach 41,767 AF as shown in the table below (source: OWD 2020 UWMP).

Projected Water Demand in AF

	2025	2030	2035	2040	2045
Potable Water Demand	33,465	35,736	38,536	41,767	45,265

SWA:

Current Sources: Water used in SWA's service area comes from various sources including local fresh groundwater, brackish groundwater, surface water, and imported water. In 2020, local sources provided approximately 84% of the water needs within SWA's service area, while 16% was met with water purchased from SDCWA. The ratio of local-to-imported water can vary greatly year to year due to local rainfall amounts. For example, in 2016 no local surface water was available due to continuing drought conditions. SDCWA's water supply portfolio includes desalinated water from the Poseidon Plant and imported water from the SWP and Colorado River. SWA does not currently produce or distribute RW or potable reuse.). The table below shows the combination of actual water supplies for 2020 in AF (source: SWA 2020 UWMP).

Actual Water Supplies for 2020 in AF

Purchased/Imported Water	2,701
Local Ground Water	1,671
Surface Water – Sweetwater Res.	5,408
Desalinated Water – Groundwater	7,161

Quantity and Potential Future Demand: Actual water demand in 2020 was 16,941 AF with a projection of 23,031 AF by 2040, as shown in the table below (source: SWA 2020 UWMP).

Projected Demand in AF

	2020	2025	2030	2035	2040
Potable, Raw, Other Non-Potable	16,941	21,104	21,581	22,057	23,031

Component 6

IDENTIFICATION OF THE WATER AND WASTEWATER AGENCIES HAVING JURISDICTIONS OVER THE SOURCES OF RW AND/OR THE POTENTIAL SERVICE AREA

- OWD Water District - produces RW at the RWCWRF.

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Scope of Services

- City of San Diego - provides RW to OWD from the SBWRP.
- San Diego Metropolitan Wastewater District (Metro) – provides wastewater collection, treatment, and disposal services to SWA and OWD’s service area.
- State Water Resources Control Board (SWRCB) and its local arm, San Diego Regional Water Quality Control Board (RWQCB) – promulgate the Federal Clean Water Act policies and regulations associated with RW use. RWQB is the permitting agency for RW projects in the County.
- California Department of Public Health (DPH) and the County of San Diego’s Department of Environmental Health (DEH) – issue relevant permits in cooperation with the RWQCB.

Component 7

A GENERAL DESCRIPTION OF WATER RECYCLING AND FRESH/POTABLE WATER SUPPLY ALTERNATIVES THAT MAY BE EVALUATED

As mentioned previously, this planning study will evaluate how best to expand the distribution and use of RW supplied from two existing RW treatment facilities. The increased delivery of RW water can be accommodated with the existing capacity of the two treatment facilities with no anticipated immediate need to expand them. A RW market analysis will be conducted as part of this study to identify potential new RW customers and associated demand that will offset current potable water use. The results of the market analysis will inform a more detailed project alternatives analysis, including alternative alignments for RW distribution pipelines and associated infrastructure.

Component 8

A DESCRIPTION OF THE OPPORTUNITIES FOR STAKEHOLDER PARTICIPATION, FOR EXAMPLE, PUBLIC MEETINGS WITH THE LOCAL COMMUNITY MEMBERS, POTENTIAL RW USERS, AND OTHER AGENCIES THAT HAVE A STAKE IN THE STUDY

Potential stakeholders for this study include regulatory agencies, local water and wastewater agencies, local governments (San Diego County, Cities of Chula Vista, and National City), potential RW customers in both the SWA and OWD service areas, both district’s Board of Directors, and the public at large.

Component 9

A SCHEDULE WITH THE START AND COMPLETION DATES OF MAJOR TASKS ASSOCIATED WITH THE STUDY

Total estimated project length is 18 months.

Proposed Recycled Water Intertie Project Planning Study Schedule				
	Task Title	Start Date	End Date	Total # Days

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Scope of Services

1	Award of Consultant Contract to perform Planning Study	6/1/2023	8/30/2023	90
2	Consultant Work	8/31/2023	8/30/2024	365
3	Stakeholder Meetings - OWD and SWA service areas	8/31/2023	2/27/2024	180
4	Target Midcourse Meeting Date with SWRCB Project Manager	2/27/2024	2/27/2024	1
5	Draft RW Study	8/31/2023	8/30/2024	365
6	Final Project Report Prep & Submittal to WRFPM	8/31/2024	11/29/2024	90

Component 10

A LIST OF POTENTIAL PROBLEMS THAT MAY CAUSE DELAYS OF THE STUDY AND DESCRIPTION OF THE PROPOSED ACTIONS TO REDUCE THE IMPACT OF THESE POTENTIAL PROBLEMS

No problems are currently foreseen that would delay the completion of this study. The project will require a formal competitive selection process to hire a consultant that will perform many of the tasks included in the study scope of work. The study will also involve coordination between OWD and SWA to conduct stakeholder outreach and identification of potential RW conversions sites. Both efforts could require more time than anticipated in the current project schedule, however the schedule can accommodate some delays while still complying with the maximum two-year project completion timeline required for planning grants.

Component 11

IDENTIFICATION OF THE ENTITIES THAT WILL BE CONDUCTING THE STUDY AND DESCRIPTION OF THEIR ROLES. THIS MAY INCLUDE A DESCRIPTION OF PROPOSED SUBCONTRACTS WITH CONSULTANTS OR INTERAGENCY AGREEMENTS WITH OTHER AGENCIES, AND ANY FORCE ACCOUNT WORK

The consultant and their team will prepare the planning study, including the following study components

- RW Market Assessment (ID of potential users, regulatory requirements, legal issues)
- Project Alternatives Development & Analysis (evaluation of required infrastructure)
- Recommended Project Development (construction, operating and maintenance feasibility analysis)

A Memorandum of Understanding (MOU) between OWD and SWA will be signed to conduct this planning study. As stated in the MOU, the purpose of the RW Intertie Project (seen as Phase I of a two phased effort to expand the use of RW) is to evaluate the potential to increase the use of RW within the service area of both districts by identifying: potential RW users, the infrastructure required, the regulatory requirements and legal issues, and the feasibility of constructing, operating and maintaining RW infrastructure within SWA's service area and expanded use within OWD's service area. Phase II is outside the scope of the Phase I planning study and is envisioned to include environmental review, design, construction, operation,

ATTACHMENT A

Scope of Services

maintenance, and other requirements of the RW Intertie Project. It is anticipated that Phase II will proceed in the future, dependent upon the outcomes of the Phase I study results.

Component 12

THE COST FOR THE STUDY, INCLUDING ESTIMATED COSTS OF SPECIFIC TASKS INCLUDING THE RW MARKET ASSESSMENT, ALTERNATIVES DEVELOPMENT AND ANALYSIS, RECOMMENDED PROJECT DEVELOPMENT, DRAFT AND FINAL REPORTS, AND QUALITY CONTROL

OWD and SWA have applied for a Water Recycling Funding Program Assistance grant through the State of California Water Resources Control Board to reimburse both agencies for the estimated consultant cost to prepare the Recycled Water Intertie Project Planning Study. OWD and SWA will each contribute 50% project costs and each will receive 50% of the grant funds. A description of the scope of work that roughly corresponds to the WFRP application is included in the proposed report outline, found in Component #14. Fill in the total cost for each Task Title/Role in the table below:

Proposed Recycled Water Intertie Project Planning Study Budget			
	Task Title/Role	Total Hours	Total Project Cost
I	Draft Report		
	<i>A. Project Area Info; Water/WW supply characteristics & facilities (districts)</i>		
	<i>B. RW Market Assessment (consultant)</i>		
	<i>C. Treatment Objectives for Reuse (consultant)</i>		
	<i>D. Project Alternatives Development & Analysis (consultant)</i>		
	<i>E. Recommended Project Development (consultant)</i>		
	<i>F. Draft Report Preparation (consultant)</i>		
II	Final Report & Quality Control		
III	Project Management		
	<i>A. Consultant Solicitation process (districts)</i>		
	<i>B. Consultant Management; Agency coordination; Review of documents; Stakeholder outreach & coordination (districts)</i>		
	TOTAL BUDGET		

Component 13

SOURCES OF FINANCING, AND SOURCES OF FUNDS FOR CASH FLOW UNTIL GRANT REIMBURSEMENT

ATTACHMENT A

Scope of Services

Funding will come from rate payer fees and will be paid for equally by OWD and SWA.

Component 14

PROPOSED REPORT OUTLINE.

To follow is a proposed outline for the final report.

A. Introduction

B. Project Area

1. Detailed map(s) showing:

- a. Vicinity.
 - b. Relevant hydrologic (major streams, streams receiving waste discharges), geologic, and topographic features.
 - c. District boundaries.
 - d. Project study area boundary. (provide GIS shapefile of service/study area boundary to Project Manager).
 - e. Wholesale and retail water supply entity boundaries within study area and adjacent to study area.
 - f. Wastewater agency boundaries within and adjacent to study area.
 - g. Groundwater basin boundaries,
 - h. Existing RW distribution pipelines, storage, and users.
 - i. RW facilities alternative, showing approximate locations of distribution pipelines, storage, and potential users.
- ##### 2. Existing land use, trends, and projected land use.
- ##### 3. Existing population, trends, and population projections of study area (population projections must be cited from an independent source).

C. Water Supply Characteristics and Facilities

- 1. Description of all wholesale and retail entities.
- 2. All sources of water for study area, major facilities, costs (fixed and variable), subsidies, and customer prices.

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Scope of Services

3. Beneficial uses of receiving waters, degree of use, and portion of flow that is effluent.
4. Capacities of present facilities, existing flows, estimated years when capacities will be reached for existing major components (water treatment plants, major transmission, and storage facilities).
5. Groundwater basins; including quantities extracted by all users, natural and artificial recharge, losses by evapotranspiration, inflow and outflow of basins, and safe yield or overdraft.
6. Water quality of groundwater and surface water.
7. Water use trends, future demands, prices, and costs.
8. Sources for additional water and plans for new facilities (for both the local entity and the wholesalers).

D. Wastewater Characteristics and Facilities

1. Description of entities.
2. Description of existing facilities, including treatment/reuse processes and schematic(s), design criteria, current capacities, current flows, current water quality characteristics and beneficial uses of the water resources affected by the facility, and the current discharge location(s).
3. Wastewater treatment process schematics (existing and proposed) and flows for each stage of treatment (primary, secondary, and tertiary/advanced).
4. Description of current system users (% residential, commercial, industrial, etc.).
5. Water quality of effluent and any seasonal variation.
6. Additional facilities needed to comply with waste discharge requirements.
7. Sources of other problem constituents and control measures.
8. Existing water recycling users, quantities, and contractual arrangements.
9. Existing water rights for use of treated effluent after discharge.
10. Wastewater flow variations, hourly and seasonally.
11. Description of the current asset, operation, and maintenance management systems used at the treatment facilities.

E. Treatment Objectives for Discharge and Reuse

1. Required water qualities for potential uses.
2. Required health-related water qualities or treatment requirements for potential uses, operational and on-site requirements (backflow prevention, buffer zones, dual plumbing, etc.).

ATTACHMENT A

Scope of Services

3. Wastewater discharge or reuse requirements and anticipated changes in requirements.
4. Water quality-related requirements of the RWQCB to protect surface or groundwater from problems resulting from RW use.

F. RW Market Analysis

1. Description of market assessment procedures.
2. Definition of logical area of expansion based on results of market assessment.
3. Descriptions of all users or categories of potential users, including:
 - a. Type of use;
 - b. Expected annual RW use;
 - c. Peak use;
 - d. Estimated internal capital investment required (on-site conversion costs);
 - e. Necessary water cost savings;
 - f. Desire to use RW;
 - g. Date of possible initial use of RW;
 - h. Present and future source of water and quantity of use;
 - i. Quality and reliability needs; and
 - j. Wastewater disposal methods.
4. Summary tables of potential users and related data.

G. Project Alternative Analysis

1. Planning and design parameters and assumptions:
 - a. Delivery and system pressure criteria.
 - b. Peak delivery criteria.
 - c. Storage criteria.
 - d. Planning period over which a water recycling project is evaluated.
2. Water recycling alternatives to be evaluated:
 - a. Alternative markets:

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Scope of Services

- i. Based on different levels of treatment.
- ii. Based on geographical area.
- b. Treatment alternatives:
 - i. Alternative levels of treatment.
 - ii. Alternative unit processes to achieve a given level of treatment.
- c. Pipeline distribution alternatives:
 - i. Route alternatives.
 - ii. Pipeline lengths, diameter, and material.
 - iii. Quantity of service laterals and meters to be installed.
- d. Storage alternatives:
 - i. Location, type, and material.
 - ii. Storage analysis using diurnal flows.
- e. Pump/lift station alternatives:
 - i. Provide reason for new pump station and/or upgrades.
 - ii. Describe pump types, proposed well design, and proposed components (i.e. debris structure, SCADA controls, backup power, etc.).
 - iii. Provide flow design criteria (average daily flow, peak hour flow, proposed flow for future growth projections) and pump curves.
- f. Sub-alternatives of each alternative:
 - i. Marginal analysis for selected alternative for certain categories of users or certain geographic areas.
 - ii. Use of water blending during peak irrigation months.
- 3. Non-RW alternatives:
 - a. Discussion of other potentially viable new sources of water.
 - b. Provide economic costs.
- 4. Water conservation/reduction analysis:
 - a. Description of analysis.
 - b. Impact on recycling, if any.
- c. Recommendation.

ATTACHMENT A

Scope of Services

- d.Implementation.
- 5. Pollution control alternatives, if applicable, needed to comply with waste discharge requirements, and possible allocation of costs between recycling and pollution control.
- 6. No project alternative.
- 7. Information supplied for each alternative to include, but not be limited to:
 - a. Cost tables for each alternative with breakdown of costs by total capital (without grants), O&M, unit processes, equivalent annual cost, and per AF cost.
 - b. List of potential users assumed for each alternative.
 - c. Economic analysis in dollars per acre-foot of RW produced or delivered ¹.
 - d. Energy analysis, including direct and construction energy.
 - e. Water quality impacts:
 - i. Effect on receiving water by removing or reducing discharge of effluent, including effect on beneficial uses resulting from reduced flow.
 - ii. Groundwater impacts.
- H. Recommended Project Development
 - 1. Description of all proposed facilities and basis for selection.
 - 2. Preliminary design criteria.
 - 3. Cost estimate based on time of construction:
 - a. Selected project alternative total cost.
 - b. Cost index.
 - c. Discount rate.
 - d. Useful life (years).
 - e. Life cycle costs (present worth included O&M costs).
 - f. Operations and maintenance yearly costs.
 - g. Replacement costs.
 - 4. List of all potential users, quantity of RW use, peak demand, and commitments obtained.
 - 5. Reliability of facilities as compared to user requirements.
 - 6. Implementation Plan:

ATTACHMENT A

Scope of Services

- a. Coordination with water suppliers, determination of RW supplier and needed agreements or ordinances.
- b. Commitments from potential users and ability and timing of users to join system and make on-site investments.
- c. Tentative water recycling requirements of RWQCB.
- d. Water rights impact.
- e. Permits required for project implementation.
- f. Detailed schedule including, but not limited to, notice-to proceed, construction completion, initiation of operations, etc.

I. Appendices

- 1. Tables of all abbreviations.
- 2. Copies of letters of interest or intent from RW users, other documentation of support from potential users, or draft letters to potential users regarding interest/intent.
- 3. Draft of RW mandatory use ordinance or model user contract.
- 4. Drafts of necessary agreements, such as wholesale-retail agreement, joint powers agreement, etc.
- 5. Hydraulic calculations, model output summaries, other related conclusion supporting information.

1 The State Water Board website provides two economic analysis models that may be used:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/econ_analysis_tskfr ce.shtml

ATTACHMENT B-1

Cost Proposal Example

DESCRIPTION		HRS/\$'s	RATE	AMOUNT	TOTALS
<i>Project Total</i>					<i>\$9033.20</i>
<i>Task 1 (as appears in scope of services)</i>					<i>\$4325.10</i>
Sub-Task 1.1: Description					\$ 951.00
Project Manager	Smith	16.0 hr	41.00 \$/hr	\$656.00	
Drafter	Williams	5.0 hr	35.00 \$/hr	\$175.00	
Secretary	Allred	6.0 hr	20.00 \$/hr	\$120.00	
Sub-Task 1.2: Description					\$931.50
Principle	James	2.5 hr	95.00 \$/hr	\$237.50	
Project Manager	Smith	4.0 hr	41.00 \$/hr	\$164.00	
Drafter	Williams	14.0 hr	35.00 \$/hr	\$490.00	
Secretary	Allred	2.0 hr	20.00 \$/hr	\$40.00	
Direct Expenses					\$2245.35
	Bluelines	\$1176.00	10%	\$1293.60	
	Subconsultant #1	\$960.75	0%	\$960.75	
<i>TASK 2 (as appears in scope of services)</i>					<i>\$2183.60</i>
Sub-Task 2.1: Description					\$951.00
Project Manager	Smith	16.0 hr	41.00 \$/hr	\$656.00	
Drafter	Williams	5.0 hr	35.00 \$/hr	\$175.00	
Secretary	Allred	6.0 hr	20.00 \$/hr	\$120.00	
Direct Expenses					\$1432.50
	Subconsultant #1	\$640.50	0%	\$640.50	
	Printing	\$720.00	10%	\$792.00	
<i>TASK 3 (as appears in scope of services)</i>					<i>\$2524.50</i>
Sub-Task 3.1: Description					\$1575.00
Project Manager	Smith	25.0 hr	41.00 \$/hr	\$1025.00	
Drafter	Williams	10.0 hr	35.00 \$/hr	\$350.00	
Secretary	Allred	10.0 hr	20.00 \$/hr	\$200.00	
Direct Expenses					\$792.00
	Printing	\$720.00	10%	\$792.00	
<i>Note: - Consultant to define tasks and estimate hours/costs to accomplish scope.</i>					

ATTACHMENT B-2

Cost Proposal Summary

Proposed Recycled Water Intertie Project Planning Study Budget			
	Task Title/Role	Total Hours	Total Project Cost
I	Draft Report		
	<i>A Project Area Info; Water/WW supply characteristics & facilities (districts)</i>		
	<i>B. RW Market Assessment (consultant)</i>		
	<i>C. Treatment Objectives for Reuse (consultant)</i>		
	<i>D. Project Alternatives Development & Analysis (consultant)</i>		
	<i>E. Recommended Project Development (consultant)</i>		
	<i>F. Draft Report Preparation (consultant)</i>		
II	Final Report & Quality Control		
III	Project Management		
	<i>A. Consultant Solicitation process (districts)</i>		
	<i>B. Consultant Management; Agency coordination; Review of documents; Stakeholder outreach & coordination (districts)</i>		
	TOTAL BUDGET		

ATTACHMENT C
Professional Services Agreement Example
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OTAY WATER DISTRICT
AND
[CONSULTANT]
FOR
ENGINEERING AND PLANNING SERVICES

This Professional Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between the OTAY WATER DISTRICT, a municipal water district formed and existing pursuant to the California Municipal Water District Act of 1911, as amended, hereinafter referred to as “District,” and [Insert Company name], a [California corporation][California limited liability company], hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the District requires the services of a professional environmental consultant to render certain technical and professional services described below; and

WHEREAS, the Consultant has available, and offers to provide, personnel and facilities necessary to accomplish the work within the required time, and has represented that it is qualified by experience and ability to perform the services desired by District.

AGREEMENT

NOW, THEREFORE, on the basis of the Recitals set forth above, which are incorporated by reference as though fully set forth herein and form a part of the terms of and consideration for this Agreement, the District and Consultant agree as follows:

I. Scope of Professional Services

The Consultant agrees to perform those services described in the Request for Proposal dated _____, _____ (RFP) in connection with the Project, which is incorporated herein by reference, including specifically those services reflected in the Scope of Work set forth in Exhibit ‘A’ attached hereto and incorporated herein by this reference. No term of the Consultant’s proposal submitted in response to the RFP shall modify the terms of this Agreement or the RFP unless specifically incorporated into an Exhibit to this Agreement. The scope of consulting services shall include meetings with District staff and review of previous technical documentation. To the extent the provisions of the RFP or Exhibit “A” are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of the RFP and/or Exhibit “A” shall not apply.

If engineering services are rendered hereunder, the services shall include, but not be limited to, meetings with District staff, review of technical documentation, plan check and

ATTACHMENT C

Professional Services Agreement Example

inspection services, if appropriate and included, and completion of any reports or documentation described on the exhibits hereto.

II. Authorization; Term

Specific authorization to proceed with the work described in Exhibit ‘A’ is hereby granted. Upon receipt of a fully executed Agreement from the District, the Consultant shall proceed with the work described in Exhibit ‘A’; provided that more specific requests for certain services therein listed may be made by the District.

This Agreement shall become effective on the date first above written and expires on June 30, 2025 (the “Term”). This Agreement may be terminated or amended as provided below and may be extended in writing signed by both parties prior to the expiration of the Term.

III. Compensation

In return for the Consultant’s satisfactory performance of the services described in Exhibit ‘A’, as hereafter amended (the “Scope of Work”), the District agrees to pay compensation up to an amount not-to-exceed XXXXXXXXXX DOLLARS (\$XXX.XXX.XX), payable in proportion to the work completed, as further described in the paragraph below. The not-to-exceed amount reflects the budget breakdown per task included in Exhibit ‘B’. To the extent the provisions of Exhibit “B” are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit “B” shall not apply. Total compensation for all Professional Services provided under this agreement shall not exceed such amount during the term of this agreement without prior written authorization from the District.

The Consultant shall invoice the District on a monthly schedule in the format shown in Exhibit “C”. To the extent the provisions of Exhibit “C” are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit “C” shall not apply. The Consultant shall not invoice the District for work that has not been completed at the time the invoice is prepared. The District shall have forty-five (45) days from the date of receipt of error-free invoices prepared in accordance with Exhibit “C” to make payment without incurring interest and/or penalty charges.

The Consultant will not be allowed to markup any sub-consultant’s work. A maximum markup of 10% will be allowed on all reimbursable costs. Reimbursable costs are defined as only vehicle mileage, printing costs, and courier services. Reimbursable expenses will be included in the total contract amount.

ATTACHMENT C

Professional Services Agreement Example

IV. Standard of Care

A. The Consultant is employed to render the services specified herein and the Scope of Work only, and any payment made to the Consultant is compensation solely for such services as are satisfactorily rendered. The Consultant's services shall be furnished in good faith, in compliance with best practices for its profession and with the standard of care generally employed by professionals licensed and qualified to perform such services within the State of California.

B. Unless disclosed in writing prior to the date of this Agreement, the Consultant warrants to the District that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the Consultant's professional performance or the furnishing of materials or services relating thereto.

V. Documents

All original drawings, spreadsheets and documents, including digital photographs and files developed for the project, shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District, except as otherwise provided in Section VIII: Termination or Abandonment.

The Consultant shall provide final documents on compact disk (CD). Final drawings and details shall be in AutoCAD® format or more recent. Final Contract Specifications, reports, and spreadsheets shall be in Microsoft® Office format or more recent. Any other electronic format documents provided to the District must be formatted to the same software version or release as that of the District.

VI. Performance and Schedule

The Consultant agrees to coordinate the Scope of Work to ensure its timely completion in accordance with the agreed upon schedule, and shall promptly notify the District of any anticipated delays, which may affect the work schedule. In the event the time for completing the Scope of Work is exceeded due to circumstances beyond the control of the Consultant, the Consultant shall have an additional amount of time to be agreed upon in writing between the parties in which to complete the work.

VII. Change in Scope of Work

Only additional services approved and requested specifically by District in writing, shall constitute the basis of a change, addition or modification to the Scope of Work. Consultant is responsible for ensuring that no work or services outside the Scope of Work are performed or invoiced.

ATTACHMENT C

Professional Services Agreement Example

If District requests performance of any services not within the Scope of Work, Consultant shall notify District immediately and shall indicate that no such work will be performed until approved by the District in writing. Concurrently with such notice, the Consultant shall provide District a written cost estimate for, and a written description of, each additional task to be performed.

The extent of additional work required, and any additional compensation therefore, shall be negotiated by the parties and, if an agreement is reached, the parties will execute an amendment to Exhibit 'A' and to any other exhibits and/or this Agreement, to the extent required to reflect such additional work and compensation. If no agreement is reached, District may choose to terminate this Agreement and retain another consultant, or may choose to retain another consultant to provide only the additional services.

Consultant shall not be entitled to compensation for any services rendered that are not specifically authorized under this Agreement or its Exhibits, and any amendments thereto. Any and all work performed without proper authorization shall be considered part of this Agreement for no additional compensation.

VIII. Termination or Abandonment

The District may terminate this Agreement or may terminate or abandon all or any portion of the Scope of Work at any time and for any reason by giving written notice to Consultant of such termination and specifying the effective date thereof, at least ten (10) calendar days prior to the effective date. The District is under no obligation to require all the services described under the Scope of Work and shall be able to select only those services needed from time to time, as provided in each work order. If the District abandons or terminates any services of the Scope of Work, the District has the right to take immediate possession and ownership of all original, copies or draft specifications, drawings, and other documents developed for the Scope of Work to the specified date of termination or abandonment. Following delivery of such documents in a form satisfactory to the District under the terms of this Agreement, the District will pay the Consultant for any portion of the services rendered prior to termination under the Scope of Work. If said termination occurs prior to full completion of any task, the portion of the fee to be paid for the portion of work or service performed for such task shall be based on the percent of completion mutually agreed to by the District and the Consultant. The District will not be liable for any costs other than the fees or portions thereof, which are specified herein. If all work is abandoned as herein provided, this Agreement shall automatically terminate on the 10th day from the date of notice.

IX. Indemnification

A. CONSULTANT agrees to the following:

1. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with attorneys approved by District) and hold harmless the District and any and all of its officials, elected board members, employees, volunteers, consultants and agents ("Indemnified

ATTACHMENT C

Professional Services Agreement Example

Parties”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the negligence, recklessness, or willful misconduct of the Consultant or any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

2. *General Indemnification Provisions.* Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. The provisions of this section do not apply to claims which are, after actual trial, determined to be due to the sole negligence or willful misconduct of the Indemnified Parties.

B. It is expressly understood and agreed that the indemnification provisions of this Section IX will survive termination of this Agreement.

C. The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by this Agreement and any approval of said insurance by District, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

X. Insurance Requirements

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Consultant will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Professional liability	\$1,000,000 per claim, \$1,000,000 aggregate
Business automobile liability	\$1,000,000 per occurrence
Workers compensation	Statutory requirement
Employer’s Liability	\$1,000,000 per occurrence

B. The amount of insurance set forth above will be a combined single limit per occurrence, and aggregate where noted, for bodily injury, personal injury, and property damage for the policy coverage. District, its officers, officials, employees, and volunteers are to be

ATTACHMENT C

Professional Services Agreement Example

covered as additional insureds on the Commercial General liability policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). Further, the policies shall state that such insurance will be deemed primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects District, its officers, officials, employees, and volunteers, such that any other insurance that may be carried by District will be excess thereto. Such insurance will be on an "occurrence" basis, except professional liability shall be on a "claims made" basis. For professional liability coverage provided on a "claims made" basis, Consultant shall maintain such insurance coverage for four (4) years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement. If Professional liability coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work. Professional liability coverage extends to and includes, but is not limited to, negligent design claims.

C. Consultant will furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement as Exhibit D.

D. Each insurance policy shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by U.S. mail has been given to the District (10 days prior written notice for non-payment of premium). Notwithstanding any commitment on the part of the insurer to provide such notice to the District, failure of the Consultant to provide separate notice of any intent to cancel any policy or change policy providers, or of any actual or potential cancellation, shall constitute a breach of contract for which District shall be entitled to full indemnification under the Agreement. Commercial General Liability shall use Insurance Services Office Form CG 00 01. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Automobile liability shall use Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned).

E. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

F. Maintenance of specified insurance is a material element of this Agreement, and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the District.

ATTACHMENT C

Professional Services Agreement Example

XI. Successors and Assigns

This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. Any attempt by the Consultant to assign or otherwise transfer any interest in this Agreement without the prior written consent of the District shall be void. Since the primary consideration of the District in entering this agreement is the qualifications of the Consultant, as opposed to a low bid, the District may refuse to consent to assignments at its sole discretion.

XII. Project Organization

The Consultant hereby assigns [insert name and title] as the Consultant Project Manager under this Agreement. The Consultant Project Manager shall not be removed from the project or reassigned without prior written approval of the District, which approval shall not be unreasonably withheld.

The District hereby assigns Bob Kennedy, Engineering Manager as the District Project Manager under this Agreement.

XIII. Independent Consultant

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Consultant nor the Consultant's employees are employee of the District and are not entitled to any of the rights, benefits, or privileges of the District's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither the District nor its officers, agents or employees shall have any control over the conduct of the Consultant or any of the Consultant's employees except as herein set forth, and the Consultant expressly agrees not to represent that the Consultant or the Consultant's agents, servants, or employees are in any manner agents, servants or employees of the District, it being understood that the Consultant, its agents, servants, and employees are as to the District wholly independent consultants and that the Consultant's obligations to the District are solely such as are prescribed by this Agreement.

XIV. Licenses, Permits, Etc.

The Consultant represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services under this Agreement. The Consultant represents and covenants that the Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Consultant to perform the services under this Agreement.

ATTACHMENT C

Professional Services Agreement Example

XV. Confidential Information

The District may from time to time communicate to the Consultant certain confidential information to enable the Consultant to effectively perform the services to be provided herein. The Consultant shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the District. The Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this section, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the Consultant, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the Consultant without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The Consultant shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the District. In its performance hereunder, the Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Consultant shall be liable to District for any damages caused by breach of this condition, pursuant to the provisions of Section IX.

XVI. Miscellaneous

A. **Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns and all related persons or entities, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry or any other classification prohibited by state or federal law in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry or any other classification protected by state or federal law.

B. **Non-liability of District Officers and Employees.** No officer or employee of District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by District or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

C. **Conflict of Interest.** No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in

ATTACHMENT C

Professional Services Agreement Example

violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

D. Notice. Any notice or instrument required by, or contemplated under, this Agreement may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

DISTRICT:

Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, California 91978-2004
Attention: District Project Manager
Fax: (619) 670-8920
Email: bob.kennedy@otaywater.gov
Copy to: Jose Martinez, General Manager

CONSULTANT:

Firm Name
Address 1
Address 2
Attention: Consultant Project Manager
Fax: () -
Email: @

Notices mailed to the address above shall be effective upon date of mailing. Notices may also be given via facsimile or electronic communication, and shall be effective on the day so given, provided that evidence of successful transmission or acceptance via return email is attached to the Notice as evidence of the time and date of transmittal.

E. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, regulations, statutes and ordinances (collectively, the "Laws") in connection with this Agreement and the performance of the work, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Consultant shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of Consultant to comply with any applicable Laws.

To the extent Consultant is required to comply with prevailing wage requirements, Consultant does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Consultant and any sub-consultants ensure that they are familiar with and will comply with the recently enacted requirements. Such requirements include, but are not limited to, the registration requirement with the Department of Industrial Relations, State of California (DIR), pursuant to Labor Code section 1725.5. As of March 1, 2015, in compliance with SB 854, the District requires all affected contractors and consultants to be registered with the DIR prior to submitting a bid or proposal on any eligible District project. As of April 1, 2015, failure to comply with the requirements of SB 854 by any contractor or consultant, including registration with the DIR pursuant to Labor Code section 1725.5, shall be a material breach of this Agreement, which may be terminated by the District in its sole and absolute

ATTACHMENT C
Professional Services Agreement Example

discretion. Where applicable, this project is subject to compliance monitoring and enforcement by the DIR.

G. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to try, in good faith, to resolve it as follows: (i) first, the parties agree to engage in good faith negotiations to resolve the matter; (ii) second, if the parties are not able to reach a mutually satisfactory solution, either party may request that the matter be submitted to mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the “AAA”). Both Consultant and District agree to participate in the mediation in good faith with the intent to settle the dispute. The costs of mediation shall be borne equally by the parties.

H. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

XVII. Integration

This Agreement and the attached Exhibits represent the entire understanding by and between the District and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

XVIII. Execution

This person(s) executing this Agreement and any Exhibits hereto on behalf of the Consultant warrant and represent that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and that this Agreement is valid and binding on Consultant.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

Company Name, Inc.

Otay Water District

[Name, Title of Authorized Representative]

Jose Martinez, General Manager

APPROVED AS TO FORM

(Company seal or certification, if any)

General Counsel

ATTACHMENT C

Professional Services Agreement Example

COPIES: ☐ FILE (Orig.), ☐ CONSULTANT, ☐ BINDER, ☐ ENG SECRETARY

ATTACHMENT C
Professional Services Agreement Example

EXHIBIT A

SCOPE OF SERVICES

(Insert Negotiated Scope of Work)

ATTACHMENT C
Professional Services Agreement Example

EXHIBIT B

CONSULTANT'S FEE PROPOSAL

(Insert Negotiated Fee Spreadsheet)

ATTACHMENT C
Professional Services Agreement Example
EXHIBIT C - Sample Invoice Format (Summary)

INVOICE SUBMITTED TO:

Engineering Department
Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, CA 91978-2004

DATE OF INVOICE:

INVOICE NO.

JOB DESCRIPTION:

Project Name: Joint SWA-OWD Recycled Water
Intertie Project Planning Study
OTAY WD Project Manager: Bob Kennedy
CIP No: P1210-008000

AUTHORIZATION:

Purchase Order Number:
Consultant Project Number:

DESCRIPTION OF SERVICES RELATED TO INVOICE: 4/1/xx to 5/1/xx

Perform Construction Management and Inspection services and attend meetings.

AUTHORIZED AND INVOICED FEE:

Original Fee Amount Authorized	\$175,000.00
Change Order No. 1 Amount Authorized	\$ 1,600.00
Total Fee Amount Authorized	\$176,600.00

Amount of This Invoice	\$ 5,433.00
Amount Previously Invoiced	<u>\$32,456.00</u>
Total Amount Invoiced to Date	\$37,889.00

Amount Previously Paid	\$32,456.00
Authorized Fee Amount Remaining	\$138,711.00
Percent Complete	21%

CONTRACTED DATE OF PROJECT COMPLETION: June 30, 2025

Invoice has been reviewed and found correct.

[Name], Project Manager Date

FOR OTAY WD USE ONLY		
Amount	Project No.	Project Account No.
	P1210-008000-3102-526101	11-3321-5261
	TOTAL	

ATTACHMENT C
Professional Services Agreement Example

OTAY WD Project Manager	Date	Div Mgr	Date	Chief	Date
-------------------------	------	---------	------	-------	------

ATTACHMENT C

Professional Services Agreement Example

EXHIBIT D

Sample Invoice Format (task detail)

Otay Water District

Project Title

MM/DD/YY

CIP P1210-008000


DESCRIPTION	THIS INVOICE			INVOICED TO DATE	CONTRACT AMOUNT	TOTAL %	
	HRS/ \$'s	RATE	AMOUNT			BILLED	COMPLE TE
PROJECT TOTAL			\$5,763.35	\$20,884.30	\$46,500.00	45%	37%
TASK 1 – Project Management and Administration			\$3,955.25	\$15,420.90	\$20,600.00	75%	88%
Sub-Task 1.1 Data Acquisition			\$951.00	\$2,944.00	\$3,000.00	98%	100%
Project Manager Smith	16.0 hr	41.00 \$/hr	\$656.00				
Drafter William	5.0 hr	35.00 \$/hr	\$175.00				
Secretary Allred	6.0 hr	20.00 \$/hr	\$120.00				
Sub-Task 1.2 Report Preparation			\$931.50	\$8,865.00	\$13,000.00	68%	75%
Principle James	2.5 hr	95.00 \$/hr	\$237.50				
Project Manager Smith	4.0 hr	41.00 \$/hr	\$164.00				
Drafter William	14.0 hr	35.00 \$/hr	\$490.00				
Secretary Allred	2.0 hr	20.00 \$/hr	\$40.00				
Direct Expenses			\$1,884.50	\$2,431.00	\$3,000.00	81%	81%
Reproduction	\$17.50	10%	\$19.25				
Subconsultant #1 B&K	\$640.50	0%	\$640.50				
Subconsultant #2 CEW	\$1050.00	0%	\$1,050.00				
TASK 2 – Review Existing Documentation & Related Proj. Info.			\$1,808.10	\$5,463.40	\$15,700.00	35%	22%
Sub-Task 2.1			\$951.00	\$2,944.00	\$12,000.00	25%	22%
Project Manager Smith	16.0 hr	41.00 \$/hr	\$656.00				
Drafter William	5.0 hr	35.00 \$/hr	\$175.00				
Secretary Allred	6.0 hr	20.00 \$/hr	\$120.00				
Direct Expenses			\$762.00	\$2,225.00	\$2,500.00	89%	89%
Reproduction	\$120.00	10%	\$132.00				
Subconsultant #2 CEW	\$630.00	0%	\$630.00				

Note: 1) Consultant to edit, update, and add lines as necessary.

2) Rates shown above are to remain in effect throughout the life of the contract

ATTACHMENT C
Professional Services Agreement Example
EXHIBIT E

Insurance Certificate

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																										
PRODUCER Company Name Company Address			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Insurance Company 1</td><td>12345</td></tr><tr><td>INSURER B:</td><td>Insurance Company 2</td><td>23456</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Insurance Company 1	12345	INSURER B:	Insurance Company 2	23456	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																								
INSURER A:	Insurance Company 1	12345																								
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INSURER C:																										
INSURER D:																										
INSURER E:																										
INSURER F:																										
INSURED Company Name Company Address																										
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:																										
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>																										
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ OTHER \$																			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$																			
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$ \$ \$																			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$																			
B	Professional Liability						Gen Aggregate 1,000,000 Each Claim 1,000,000																			
<small>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</small> Project: _____, CIP: _____ Otay Water District, its officials, and employees are named additional insured on primary and non-contributory basis, per attached endorsements with respect to General Liability and Automobile Liability.																										
CERTIFICATE HOLDER Otay Water District C/O: myCOI 1075 Broad Ripple Ave, Suite 313 Indianapolis, IN 46220				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																						

ACORD 25 (2016/03)

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CONSULTANT SAMPLE
COVERAGE LIMIT(S) MAY VARY PER CONTRACT

ATTACHMENT D

Consultant and Project Team Qualifications Example

FIRM PERSONNEL TITLES	LOCAL OFFICE SIZE TOTAL/PRO- FESSIONALS	DEGREES, AFFILIATIONS, AND LICENSES	YEARS EXP. ON WATER SYSTEM PROJECTS	YEARS EXPERIENCE TOTAL/WITH FIRM/WITH OTHERS	SIMILAR PROJECTS PAST 5 YEARS	% Planning Change Orders	PROJECTS WITH OTAY PAST 5 YEARS	% Planning Change Orders
<i>FIRM NAME PRINCIPAL OFFICE LOCATION</i>								
<i>FIRM NAME PROJECT MANAGER OFFICE LOCATION</i>								
<i>FIRM NAME DESIGNER OFFICE LOCATION</i>								
<i>FIRM NAME DRAFTER OFFICE LOCATION</i>								
<i>FIRM NAME TITLE OFFICE LOCATION</i>								
<i>SUBCONSULTANT #1 ELEMENT of WORK OFFICE LOCATION</i>								
<i>SUBCONSULTANT #2 ELEMENT of WORK OFFICE LOCATION</i>								

ATTACHMENT E
Summary of Proposal Rankings by Panel Members Example

SAMPLE - SUMMARY OF PROPOSAL RANKINGS																
[CIP No. and Project Title]																
		WRITTEN								ORAL						TOTAL SCORE
		Qualifications of Staff	Understanding of Scope, Schedule and Resources	Soundness and Viability of Proposed Project Plan	INDIVIDUAL SUBTOTAL - WRITTEN	AVERAGE SUBTOTAL - WRITTEN	Proposed Rates*	Consultant's Commitment to DBE	AVERAGE TOTAL WRITTEN	Additional Creativity and Insight	Strength of Project Manager	Presentation, Communication Skills	Quality of Response to Questions	INDIVIDUAL TOTAL - ORAL	AVERAGE TOTAL ORAL	
MAXIMUM POINTS		30	25	30	85	85	15	Y/N	100	15	15	10	10	50	50	150
Firm 1	Reviewer 1	28	24	27	79	75	3	Y	78	14	14	8	9	45	45	123
	Reviewer 2	25	22	25	72					13	14	8	9	44		
	Reviewer 3	25	23	26	74					14	14	9	9	46		
	Reviewer 4	27	23	26	76					14	14	9	9	46		
	Reviewer 5	27	22	27	76					14	14	9	9	46		
Firm 2	Reviewer 1	23	20	22	65	64	7	Y	71							71
	Reviewer 2	23	19	20	62					Not Interviewed						
	Reviewer 3	23	20	19	62											
	Reviewer 4	24	19	24	67											
	Reviewer 5	25	18	23	66											
Firm 3	Reviewer 1	22	19	19	60	54	1	Y	55							55
	Reviewer 2	21	18	18	57					Not Interviewed						
	Reviewer 3	20	19	19	58											
	Reviewer 4	15	13	15	43											
	Reviewer 5	18	18	18	54											
Firm 4	Reviewer 1	27	23	27	77	77	15	Y	92	13	13	8	8	42	43	135
	Reviewer 2	28	24	28	80					13	13	8	9	43		
	Reviewer 3	26	23	26	75					12	12	8	8	40		
	Reviewer 4	26	22	27	75					13	13	9	9	44		
	Reviewer 5	27	22	27	76					13	14	9	9	45		
Firm 5	Reviewer 1	26	22	23	71	76	9	Y	85	12	12	6	6	36	36	121
	Reviewer 2	28	23	28	79					12	12	7	7	38		
	Reviewer 3	24	22	25	71					11	11	7	7	36		
	Reviewer 4	28	23	28	79					11	11	6	6	34		
	Reviewer 5	28	23	28	79					12	13	6	6	37		
Review Panel does not see or consider rates when scoring other categories. Rates are scored by the PM, who is not on Review Panel.																
RATES SCORING CHART																
Consultant	Proposed Rates	Score														
Firm 1	\$893	3														
Firm 2	\$707	7														
Firm 3	\$415	1														
Firm 4	\$960	15														
Firm 5	\$650	9														

ATTACHMENT F

Company Background Questionnaire

Company Name: _____

Person Completing Form (Print): _____

Signature: _____ Date: _____

Title: _____ Phone Number: _____

IMPORTANT: Falsifying information or failure to provide known information could jeopardize or delay award of a contract.

1. COMPANY HISTORY

	Yes	No
1. Have there been any previous changes to the company name or changes in ownership that have occurred within the past ten (10) years?		
2. Has any owner or officer of the company operated as a consultant under any other name or license number in the last ten (10) years?		
3. Is your company a subsidiary, parent, holding company or affiliate of another company?		

If 'Yes' to any of the above provide details for each on the lines below including, but not limited to, previous company name and/or number, date of name change, date of change in ownership.

ATTACHMENT F

Company Background Questionnaire

2. COMPANY FINANCIAL RECORD

	Yes	No
1. Was your company in bankruptcy at any time during the last ten (10) years or currently filing for bankruptcy?		

If 'Yes' to the above provide details on the lines below including, but not limited to, case number, bankruptcy court, and the date the petition was filed.

3. CIVIL COURT ACTIONS

	Yes	No
1. Has your company, or any owner or officer of your company, ever been found liable in a civil suit?		
2. Have there been any judgments against your company or any owner or officer of your company within the past ten (10) years?		
3. In the past ten (10) years, has your company or any owner or officer of your company made any claim in excess of \$50,000 against a project owner and filed that claim in court or arbitration?		
4. In the past ten (10) years, have there been any claims in excess of \$50,000 that have been filed in court or arbitration against your company?		

If 'Yes' to any of the above provide details for each on the lines below including, but not limited to, project name, date of the claim, name of the claimant, name of the entity (or entities) against whom the claim was filed, brief description of the claim, the court and case number, if applicable, brief description of the status (i.e. pending, resolved, a description of the resolution, etc.).

ATTACHMENT F

Company Background Questionnaire

4. CRIMINAL ACTIONS

	Yes	No
1. Has your company or any owner or officer of your company ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?		
2. Has your company or any owner or officer of your company ever been found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?		
3. Has any state or local agency taken any disciplinary action against your company or any owner or officer of your company?		

If 'Yes' to any of the above provide details for each on the lines below including, but not limited to, the person or persons convicted, the name of the victim, the date of conviction, the court and case number, the crime and year convicted.

5. CONTRACT AWARD

	Yes	No
1. Has your company ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?		
2. In the past ten (10) years, has your company or any owner or officer of your company been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?		

If 'Yes' to any of the above provide details for each on the lines below including, but not limited to, year of the event, the owner, the project, entity denying the award, the basis for the finding by the public agency, name of the organization debarred.
