



2554 SWEETWATER SPRINGS BOULEVARD, SPRING VALLEY, CA 91978-2004 (619) 670-2222

TO: Libby Tortorici
KEH & Associates, Inc.
570 Rancheros Drive, Suite 200
San Marcos, CA 92069

DATE: August 16, 2017

SUBJECT: As-Needed Water
Reclamation Engineering
Design Services,
FY 18 & 19

THE FOLLOWING ITEMS ARE ENCLOSED:

NO. OF ORIGINALS	DESCRIPTION
1	EXECUTED COPY OF THE AGREEMENT

THESE ARE SUBMITTED:

() AT YOUR REQUEST
() FOR YOUR APPROVAL
() FOR YOUR REVIEW

() FOR YOUR ACTION
(X) FOR YOUR FILES
() FOR YOUR INFORMATION

Comments: Enclosed is the signed agreement. Please call Stephen Beppler, 619-670-2209, if you have any questions.

SINCERELY,
OTAY WATER DISTRICT



Mary Lee Carrillo
Secretary
619-670-2268

Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OTAY WATER DISTRICT
AND
KEH & ASSOCIATES, INC.
FOR
AS-NEEDED WATER RECLAMATION ENGINEERING DESIGN SERVICES,
FISCAL YEARS 2018-2019
(CIP VARIES)

This Professional Services Agreement ("Agreement") is made and entered into this 14 day of August, 2017 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 **KEH & ASSOCIATES, INC.**, a California Corporation, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the District requires the services of a licensed professional engineering 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.

NOW, THEREFORE, District and Consultant mutually agree as follows:

I. Scope of Professional Services

The Consultant agrees to perform those services described in the Request for Proposal dated February 13, 2017 (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 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, 2019 (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 ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00), 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.

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® 2010 format or more recent. Final Contract Specifications, reports, and spreadsheets shall be in Microsoft® Office 2010 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.

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. *Indemnification for Professional Liability.* Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with attorneys approved by District) and hold harmless District and any and all of its officials, elected board members, employees, volunteers, attorneys and agents ("Indemnified Parties") from and against any and all losses, liabilities, claims, suit, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by Consultant's negligent, reckless or wrongful act, errors or omissions of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual for which Consultant is legally liable) in the performance of professional services under this Agreement.

2. *Indemnification for Other than Professional Liability.* To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with attorneys approved by District) and hold harmless the Indemnified 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 performance of this Agreement by Consultant or

by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

3. *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. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

4. *Limitation of Liability.* The provisions of this section do not apply to claims which are, after actual trial, determined to be due to the sole or active negligence 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 occurrence, \$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 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 10 days prior written notice by U.S. mail has been given 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, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

F. Maintenance of specified insurance coverage 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 District.

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 Libby Tortorici, Project Manager 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 Stephen Beppler, Senior Civil Engineer 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.

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 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: Stephen Beppler
Fax: (619) 670 - 8920
Email: steve.beppler@otaywater.gov
Copy to: Mark Watton, General Manager

CONSULTANT:

KEH & Associates, Inc.
570 Rancheros Drive, Suite 200
San Marcos, CA 92069
Attention: Libby Tortorici
Fax: (760) 798 - 0699
Email: ltortorici@kehgroup.com

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 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.

KEH & Associates, Inc.

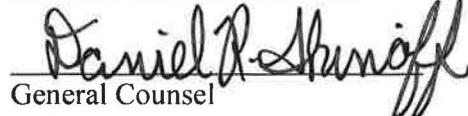

Kenneth E. Hume, President

Otay Water District


Mark Watton, General Manager

(Company seal or certification, if any)

APPROVED AS TO FORM


Daniel R. Shnoff
General Counsel

ATTACHMENT A

SCOPE OF SERVICES AS-NEEDED WATER RECLAMATION ENGINEERING DESIGN SERVICES

OVERVIEW

The District will require the services of an engineering design firm (Consultant) to provide professional services to support the District's CIP projects primarily related to the Ralph W. Chapman Water Reclamation Facility (RWCWRF). The District will qualify and select two (2) engineering firms that the District can utilize on an as-needed basis.

The District will identify and discuss task order(s) with the Consultant for specific projects during the contract period. The Consultants will then prepare a detailed scope of work, schedule, and cost proposal for each task order, with the District evaluating the proposals and entering into negotiations with a specific consultant. If the District is unable to reach an acceptable agreement with a specific consultant, District staff may enter into negotiations with the other consultant. Upon written task order authorization from the District, the Consultant shall then proceed with the project as described in the scope of work.

CONSULTANT PROVIDED SERVICES

The Consultant shall perform engineering planning and design services of wastewater and recycled water treatment facilities or the modification, improvement or repair of existing District facilities.

Task orders under this contract may not require the full level of work outlined herein, or may require additional work. Further, the number of projects to be evaluated over the term of the agreement is not known in certainty; therefore, work may or may not be available for the Consultant. Administration of the Contract shall be included in each Task Order as a separate Task Order for Contract Administration will not be issued.

The scope of services listed below is intended to describe the typical services that may be requested of the Consultant. The services listed are not all-inclusive, but rather represent those normally expected during the performance of the contract. Specifically, the Consultant shall have experience and ability to perform the following engineering services:

- Utilize the electronic files prepared on OWD's ArcSDE Geodatabase, ArcMap/ArcGIS 10. Suite, and Autodesk Land Desktop 2010 software to prepare plans. Where appropriate, the consultant may utilize the OWD's utility GIS database. All plan(s) and electronic files must be compatible with OWD's software.
- Determine and meet the permit requirements of all the public agencies and private utilities throughout the duration of the project. The Consultant shall prepare required

applications and all supporting documentation necessary for permits and utility services for project implementation.

- Prepare civil, mechanical, treatment, structural, electrical and I&C and other drawings as necessary. The drawings and specifications shall incorporate any and all recommendations from other disciplines (e.g.; environmental, geotechnical, traffic control, corrosion control, geotechnical, and hydraulic modeling) typically managed by the District through separate as-needed agreements.
- Prepare and submit a set of project contract documents consisting of drawings and specifications in accordance with the WAS specifications and guidelines. Project specifications shall be prepared in Construction Specifications Institute (CSI) format. Incorporate within the project specifications the provided District contract document procedural documents consisting of bidding requirements, contract forms, and conditions of contract, which are in CSI format.
- Prepare planning, preliminary design, and 30%, 60%, 90%, 100%, and Final Design submittals for the District's review.
- Prepare documentation for inclusion in the bid package, including specifications for the various items of work using Microsoft Word. One copy of the completed Special Provisions and/or Specifications shall be submitted to the District. Submission of electronic files will also be required.
- Assist the District Project Manager during the bidding period to resolve technical discrepancies and/or interpretations of the contract documents. The Consultant shall draft any and all contract document addenda for District review and approval to amend and/or clarify the contract documents. Attend and participate in the pre-construction conference. Answer questions and resolve discrepancies related to technical interpretation of the contract documents, commonly referred to as a Request for Information (RFI). Review the contractor's shop drawing and other submittals for design intent and general compliance with the contract documents. Prepare the necessary drawings, sketches, and specifications required to make changes to the design, as approved by District staff, due to changed conditions encountered during construction or as a result of a RFI or clarification from the contractor and/or material suppliers, to resolve design discrepancies or omissions, etc. The District will not pay consultation fees related to the correction of design errors or omissions.
- Prepare a list of contract items and an engineer's estimate, including quantity calculations for the construction of the proposed improvements.

DELIVERABLES

1. Electronic files shall be made available to the District in digital formats in their native forms, including but not limited to Microsoft® Office, AutoCAD, ArcSDE Geodatabase,

ArcMap/ArcGIS 10 version or later versions. Reports shall be made available in Microsoft Office Platform and Adobe PDF format.

2. All Geographical Information System (GIS) files shall be delivered in ArcView Shapefile format (.shp).
3. All horizontal data (X,Y coordinates) shall be delivered using the California Coordinate System (NAD 83, Zone VI, feet). All vertical data (Z coordinates) shall be delivered using the North American Vertical Datum of 1988 (NAVD 88).
4. Specifications shall be in Construction Specification Institute (CSI) format and in conformance with District's Standard Specifications.
5. Provide As-Built drawings on mylar for each completed project. The District will provide the "red-line" As-Builts from the contractor.

DISTRICT PROVIDED SERVICES

The District will:

1. Provide existing reports, record drawings, and other related materials to the Consultant that are in the District's possession. All such materials will be provided in the format available (digital or non-digital).
2. Coordinate with the Consultant's Project Manager during all phases of the work for each Task Order.
3. The District will provide geotechnical reports. The Consultant shall incorporate any and all geotechnical requirements into the planning and pre-design of the project in conformance with the industry standard of care.
4. The District will provide environmental services and documentation for the project and all other environmental related services as necessary to support the work at hand.

EXHIBIT B

CONSULTANT'S FEE PROPOSAL

Hourly Billing Rates

<u>Position</u>	<u>Rate</u>
Principal Engineer	\$ 195
Associate Principal Engineer	\$ 190
Senior Engineer/Project Manager	\$ 176
Project Engineer II	\$ 168
Project Engineer I	\$ 154
Technician/Drafter	\$ 102
Office Support	\$ 82

Reimbursable Expenses

Cost plus 10% Mark-up on Direct Expenses

Mileage – Current Federal Mileage Reimbursement Rate

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: 5/1/xx**INVOICE NO.: XXXXX****JOB DESCRIPTION:**

Project Name: Title
OWD Project Manager: Name
CIP No:

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
Amendment 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, 20xx

Invoice has been reviewed and found correct.

[Name], Project Manager

Date

FOR OWD USE ONLY		
Amount	Project No.	Project Account No.
TOTAL		

OWD Project Manager

Date

Div Mgr Date

Chief

Date

EXHIBIT C
Sample Invoice Format (Task Detail)

Otay Water District		Project Title					
MM/DD/YY		CIP PXXXX-00XXXX					
DESCRIPTION		THIS INVOICE		INVOICED	CONTRACT	TOTAL %	
		HRS/ \$'s	RATE	AMOUNT	TO DATE	AMOUNT	BILLED COMPLETE
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

EXHIBIT D

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		CONTACT NAME: PHONE (A/C, No. Ext.) E-MAIL ADDRESS:	FAX (A/C, No.):
Company Name Company Address		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: <i>Insurance Company 1</i>	11111
		INSURER B: <i>Insurance Company 2</i>	22222
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INS'D W/WD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER POLICY	<input checked="" type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC			PRODUCTS - COMPOP AGG \$
	OTHER					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (E. L accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS			BODILY INJURY (Per accident) \$
	Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY			PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/>				\$
	DED RETENTION\$	<input type="checkbox"/>				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	<input type="checkbox"/>				\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/>	N/A			\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$
	Professional Liability					Gen Aggregate \$ 1,000,000
						Each Occurrence \$ 1,000,000

**NOTE: ENDORSEMENTS ARE REQUIRED AND MUST BE ATTACHED TO
COMPLETE THE INSURANCE REQUIREMENT COVERAGE.**

CERTIFICATE HOLDER

CANCELLATION

Otay Water District
Attn: Engineering Department
2554 Sweetwater Springs Blvd
Spring Valley, CA 91978

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE