# SUBCONSULTANT SERVICES PURCHASE ORDER

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **GANNETT FLEMING, INC.**  **570 Rancheros Drive, Suite 200 San Marcos, CA 92069** | | | Date Issued: | [September 26], 2019 |
| (Executed PO to be returned within 10 days.) |  |
| Date of work to be completed: | November [20], 2019 |
| Telephone | | 760-891-4180 |  |  |
| Fax: |  | 760-798-0699 | Purchase Order Number: | 064369.01 |
| To: | Veolia North America | | Client: | Otay Water District |
|  | Municipal & Commercial Business | |  |  |
|  | 437 North Riverside Ave (PO Box 800) | | Project Location: | Spring Valley, CA 91978 |
|  | Rialto, CA 92377 | |  |  |
|  | Attn: Chandrasekar Venkatraman | | Project No.: | 064369 (TO#3) |
|  | 323 - 217- 4348 | |  |  |
|  | Contact: David Schneider | | Project Manager: | Jeff Endersby |

###### DBE Notification. At the time of executing this agreement is subconsultant registered as a certified Disadvantaged Business Enterprise (DBE) company? Yes If yes: WBE SBE MBE

No X

(Consultant to be Notified within 5 business days if DBE status is lost)

|  |  |
| --- | --- |
| **ALL INVOICES, INSURANCE CERTIFICATES AND CORRESPONDENCE MUST SHOW THE PURCHASE ORDER NUMBER AND BE SUBMITTED TO**  **THE GANNETT FLEMING REPRESENTATIVE WHO SIGNED THIS PO/AGREEMENT:** | |
| **GANNETT FLEMING, INC.**  **570 Rancheros Drive, Suite 200**  **San Marcos, CA** | **ATTN:**  **Accounts Payable** |

THE ATTACHED TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT

Project: 064369

Task Order No. 3 – Recycled Water Supply Augmentation Planning Level Study Update

PLANS/SPEC ATTACHED

IN YOUR POSSESSION

CLIENT TERMS AND CONDITIONS

ATTACHED

|  |  |  |  |
| --- | --- | --- | --- |
| ITEM NO. | DESCRIPTION OF SERVICES | UNIT COSTS: | TOTAL COSTS: |
| . | This Purchase Order represents the entire agreement between the parties and supersedes any prior agreements unless specifically incorporated herein. (Detailed Description here, or reference and attach specific proposal) |  |  |
|  | Exhibit A: Scope of Work and Assumptions (Subconsultant services under Tasks 1.1, 1.2, 1.3 2.1, 2.2,  2.3, 2.4 and 3.4) |  |  |
|  | Exhibit B: Project Budget (Subconsultant Costs) |  | $15,785.00 |

GANNETT FLEMING, INC. ACCEPTED FOR SUBCONSULTANT SUBCONSULTANT REPRESENTATIVE

Bill Hanley

Signature Jack Adam

Signature

Bill Hanley

Name

Typed or Printed Name Typed or Printed Name

Title

Vice President, Water Business

Title

CPM Director

Date Date

# SUBCONSULTANT SERVICES PURCHASE ORDER

**STANDARD TERMS AND CONDITIONS FOR SERVICES (Project Related)**

GANNETT FLEMING, INC. (GF) EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS STATED IN THE PURCHASE ORDER, THESE STANDARD TERMS AND CONDITIONS AND ANY OTHER ATTACHMENTS.

1. **AGREEMENT DOCUMENTS** This Purchase Order and any attachments are the complete agreement between GF and subconsultant. No other document, including subconsultant's proposal, quotation or acknowledgment forms shall be part of this agreement, even if referred to, unless specifically agreed to by GF in writing. No right that GF has regarding this agreement may be waived or modified except by GF in writing. Any changes affecting price and/or delivery shall have GF approval prior to implementation. Verbal agreements on such changes must be confirmed in writing to be effective.
2. **TERMS OF PAYMENT** Subconsultant shall submit invoices monthly for work performed and approved by GF and Client. GF will pay subconsultant for said invoices within ten (10) business days after GF has received payment for subconsultant’s services from Client, which shall be considered a condition precedent to GF’s payment to subconsultant. GF is not responsible for payment for any out of scope services carried out, or expenses incurred, that are not pre-approved in writing. No invoice will be processed if not received within sixty (60) days of completion of work or delivery of material. Failure to purchase and maintain any required insurance may result in withholding payment and/or termination of this Order at GF’s option. Payment shall not constitute an acceptance of the services nor impair GF's right to any of its remedies.
3. **CANCELLATION AND TERMINATION** GF reserves the right, without liability to cancel this Order as to any material or services not delivered by the date specified herein whether not yet shipped or tendered, and to purchase substitute material or services and charge subconsultant for any loss incurred. In the event of cancellation, termination or expiration of any Purchase Order, all work being performed thereunder in subconsultant's possession shall be forwarded to GF, and GF shall make payment at the specified rates for satisfactory work performed to the effective date of the cancellation, termination or expiration. Such payment, if any, shall not exceed the amount due under such Purchase Order as reduced by any expenses or payments made by GF due to subconsultant’s fault. If subconsultant fails to perform on time or otherwise fails to comply with this Order, GF may purchase elsewhere and may, unless subconsultant's delay was due to unforeseeable causes beyond its control and without its fault or negligence, charge subconsultant with all losses incurred.
4. **SUBCONTRACTING** Subconsultant shall not subcontract the work to be performed under this Order without GF's consent in writing. Subconsultant shall not assign any rights or monies due or to become due under this Order nor delegate or subcontract any obligations or work hereunder without the prior written consent of GF. All communications with Client shall be through GF, unless GF specifically authorizes such contact.
5. **PERFORMANCE** Subconsultant shall be solely responsible for the professional quality, timely performance, technical accuracy, completeness, compatibility with, and coordination of, all designs, drawings, specifications, calculations, data, reports or other work to be provided by subconsultant hereunder, and shall, without any additional compensation, correct or revise any errors or deficiencies which result from the subconsultant’s services promptly upon notice or discovery thereof. Neither review, approval or acceptance, nor payment for, any of the services provided hereunder shall be construed as a waiver of any rights under this Purchase Order by GF or of any cause of action arising out of the performance of this Order, and subconsultant shall be liable for all damages caused by or arising out of subconsultant’s performance of the work provided or required hereunder. Subconsultant shall also have a documented Quality Assurance/Quality Control (QA/QC) process that provides for checking and reviewing work for accuracy and correctness. Prior to submission of final documents, subconsultant shall check and review subconsultants work for accuracy and correctness according to the QA/QC process, maintain written records of these checks and reviews and, upon request by GF, shall supply copies of the subconsultants QA/QC process documentation. **Note: All deliverables must be created utilizing software product(s)/version(s) whose native file format(s) match that specified by Consultant. Translation of files between formats/versions is not permitted. If the use of document management software (DMS) is specified by consultant, all files must be accessed, worked on, and maintained within the DMS at all times!**
6. **INDEMNITY; LIMITATION OF LIABILITY** Subconsultant shall indemnify and save GF and Client and their affiliated companies, agents and employees (the “Indemnitees”) harmless from and defend them against any and all claims and expenses of whatsoever nature (including actual, reasonable attorneys' fees) by any person or persons howsoever arising out of or caused by the negligence or willful misconduct of subconsultant, subconsultant’s subconsultants or anyone employed by either of them in connection with their performance of their duties under this Agreement. Subconsultant shall be solely liable for its safety programs, the safety of its employees, agents, and subconsultants and for all means and methods of production and will defend and indemnify GF from any and all claims by such employees for bodily injury, death, property damage or other injury; provided that this limitation of liability shall not apply to any losses resulting from the gross negligence or willful misconduct of the Indemnitees. This indemnification shall not be limited by amount or type of damages, compensation or benefits payable under workers’ compensation acts, disability benefit acts or other employee benefit acts.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SUBCONSULTANT’S LIABILITY FOR PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION ARISING UNDER THIS AGREEMENT (WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY), INLUDING, BUT NOT LIMITED TO, INDEMNITY OBLIGATIONS SPECIFIED ABOVE, SHALL NOT EXCEED $50,000 CUMULATIVELY FOR THE DURATION OF THIS AGREEMENT, PROVIDED THAT THE FOREGOING LIMITATION WILL NOT APPLY TO ANY LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUBCONSULTANT OR SUBCONSULTANT’S SUBCONSULTANTS OR ANYONE EMPLOYED BY THEM IN BREACH OF SUBCONSULTANT’S OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, NOTHING CONTAINED IN THIS SECTION 6 SHALL REDUCE OR LIMIT ANY PARTY’S ABILITY TO PURSUE OR COLLECT PROCEEDS AVAILABLE FROM THE INSURANCE COVERAGES SPECIFIED WITHIN THIS AGREEMENT.

1. **RELEASE** Subconsultant acknowledges that the total compensation as set forth in this PO and any approved change orders shall be in full and complete satisfaction of all indebtedness and obligations of any nature whatsoever for the subconsultants services and include any and all costs related to inefficiencies, disruptions, lost or future profit or delays generally associated with the nature of subconsultant’s services.
2. **OWNERSHIP AND TITLE.** Ownership and/or title to any designs, reports, data, electronic documents, custom software, drawings, specifications, calculations or other materials provided and/or work performed by the subconsultant shall pass to GF immediately upon delivery or receipt by GF.
3. **APPLICABILITY OF PRIME CONTRACT**

The subconsultant agrees for its contracted services to comply with and be subject to the same contractual requirements with respect to GF as GF is subject to with respect to Client under the Prime Agreement. All relevant terms of the Prime Agreement apply to this Subconsultant agreement unless specifically stated otherwise in this agreement.

1. **APPLICABLE LAW** The law of the State where the project is located shall govern this agreement.
2. **COMPLIANCE WITH ALL LAWS** Subconsultant shall at all times comply with all applicable federal, state and local laws, rules and regulations. Subconsultant represents that in the performance of this agreement subconsultant has complied with all of the provisions of the Fair Standards Act of 1938 of the United States as amended.
3. **EQUAL EMPLOYMENT OPPORTUNITY** The provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity, the Civil Rights Act of 1964 and the rules and regulations issued pursuant thereto are incorporated in this agreement by reference and subconsultant represents that he will comply, unless exempt.
4. **EMPLOYMENT AND PROCUREMENT PROGRAMS** (when applicable)The following provisions are incorporated when performing work under U.S.

Government Funded/Procurement Contracts: Utilization of Labor Surplus Area Concerns (if in excess of $10,000) (41 C.F.R. 1-1.805-3 (a)); Labor Surplus Area Subcontracting Program (if in excess of $500,000) (41 C.F.R. 1-1.805-3 (b)); Affirmative Action for Handicapped Workers (if $2,500 or more) (41 CFR 60- 741.4); Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (if $10,000 or more) (41 CFR 60-250.4); Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (if in excess of $10,000) (45 Fed.Reg. 31028 May 9, 1980); Small Business and Small Disadvantaged Business Subcontracting Plan (if in excess of $500,000) (45 Fed.Reg. 31028 May 9, 1980); Utilization of Women-Owned Business Concerns (if in excess of $10,000) (45 Fed.Reg. 31033 May 9, 1980); Women-Owned Business Concerns Subcontracting Program (if in excess of $500,000) (45 Fed.Reg. 31033 May 9, 1980), as such programs are supplemented; during the term of this agreement, the subconsultant agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor prescribed pursuant to Executive Order 13496 of January 30, 2009, “Notification of Employee Rights under Federal Labor Laws”, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The language of the notice is prescribed at [http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17\_Final.pdf.](http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17_Final.pdf)

1. **INSURANCE** Subconsultant shall maintain insurance to protect GF and Client in the amounts set forth below. GF and Client together with any other entities required by the Contract Documents shall be added as additional insureds, under Subconsultant’s Comprehensive General Liability Policy and Commercial Auto policy.

Should the Services include installation or construction activities Endorsement ISO CG 20 10 07 04 or equivalent under Subconsultants’ Commercial General Liability Policy is required;

Coverage shall be primary with GF’s, the Client’s, and the others’, as noted above, insurance to be non-contributory and excess over Subconsultant’s coverage. All policies shall be endorsed to waive subconsultant’s rights of subrogation against GF and the Client.

###### Prior to beginning work, insurance certificates that comply with the requirements shall be furnished to Consultant’s Project. Not less than 30 days written notice to Consultant is required of any cancellation, or reduction of limits in the policy.

Subconsultant shall not perform any work until all insurances are in place. One week prior to start of said work, subconsultant shall submit a Certificate of Insurance showing GF and client as additional insured on coverages A & B below and identifying the project number on the certificate of insurance with the following requirements identified below (or higher limits if required by the terms and conditions of the Client agreement) to:

Gannett Fleming, Inc.

Attn: ASC PO Box 67100

Harrisburg, PA 17106-7100

* 1. Commercial General Liability (including Contractual Liability) with $1,000,000 Combined Single Limit
  2. Commercial Automobile Liability - $1,000,000 Combined Single Limit
  3. Workmen's Compensation and Employers' Liability Coverage – Statutory Limits
  4. Unless specifically excluded, subconsultant’s Professional Liability/Errors and Omissions Coverage - $1,000,000 Minimum.

###### The provisions of this Article shall survive the expiration or any termination of this Agreement.

1. **REPRESENTATIONS** Consultant represents that all services supplied shall be performed with the same degree of care, skill, and diligence by members of the same profession within the United States, and any representations included in this proposal.

Consultant warrants that for any Material furnished pursuant to this Order the same will be: (a) free from defects in title, workmanship and material; (b) free from defects in design except to the extent that such items comply with detailed signed and sealed designs provided by GF; (c) of merchantable quality and suitable for the purposes, if any, which are stated on this Order.

Subconsultant guarantees any materials furnished under this agreement for a period of one year from the date of acceptance of the work and agrees to correct all defects and other damages at subconsultant's cost. Subconsultant guarantees that the material/work hereby ordered and the sale or use of it will not infringe any United States or foreign Letters Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country. Subconsultant agrees to defend, protect and save harmless GF, its officers, employees, and agents from and against all damages, claims and demands, for actual or alleged infringement of any Intellectual Property right by reason of the sale or use of the material/work hereby ordered.

1. **RECORDS RETENTION** Subconsultant agrees to maintain its books, records, documents and other evidence (hereinafter records) apply consistent accounting procedures and practices sufficient to properly reflect its transactions under this agreement and maintain all records for a period of three years after final payment and audit by the Client under this agreement or for a period of time specified in the Prime Agreement, whichever is longer. Subconsultant agrees to make such records reasonably available for audit by GF or Client or any other governmental funding agency and to repay GF within fifteen (15) days of notice any actual overpayments to subconsultant under this agreement. GF shall have the right to withhold retainage and the total disallowed amounts from any sums payable under this agreement.
2. **MISCELLANEOUS REPRESENTATIONS AND COVENANTS**
3. Under no circumstances and at no time shall subconsultant disclose to any person any Confidential Business Information such as financial information, secrets, methods or systems used by GF in its business. Confidential Business Information includes, but is not limited to, any and all drawings, specifications, customer lists, brochures, reports, and other such information of any nature made available to subconsultant by virtue of subconsultant's association with GF, and shall be held in strict confidence during the term of this agreement and for two years after its termination.
4. Subconsultant hereby covenants and agree that during the term and for a period of one year after the termination of this agreement, or any extensions or renewals thereof, subconsultant will not directly or indirectly solicit, employ, hire or retain any employees of GF or its affiliates without GF’s prior written consent.
5. Subconsultant agrees that the disclosure of our Information and discussions concerning the project or systems installed in breach of this agreement would cause GF immediate, substantial and irreparable harm, the value of which would be extremely difficult to determine. Accordingly, in the event subconsultant breaches any of the provisions of this agreement, GF shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available to GF at law or in equity. No failure or delay by GF in exercising any requirement or part of this agreement should be construed as a waiver thereof, nor shall it preclude any other right, power or privilege hereunder available to GF.

**SUBCONSULTANT QUALITY VERIFICATION FORM**

SubConsultant must provide a signed copy of this form with each deliverable\* specified in the Work Order or the deliverable will not be accepted. A true copy of SubConsultant’s internal QA/QC review and approval forms related to the deliverable should be attached.

This form must be signed by SubConsultant’s Quality Assurance/Quality Control Officer

**Project Name:** Otay Water District Recycled Water Supply Augmentation Planning Level Study Update

**Gannett Fleming Project Number:** 064369 – Task Order No. 3

# Deliverable Description:

## I, , warrant and represent that the project deliverable described above and attached to this form was developed in accordance with the project scope of work is fully compatible and functional with any specifications or requirements, and that all elements relating to the quality of the deliverable were verified in accordance with the requirements of my firm’s internal quality management/quality assurance system. This deliverable satisfies all requirements of our Contract with Gannett Fleming.

**Signature:**

(By SubConsultant’s QA/QC Officer)

**Subconsultant:** Veolia North America

# Date:

**\*‘Deliverable’ shall mean all calculations, drawings, maps, reports, data bases, logs and other information prepared and delivered to Gannett Fleming as specified in the Scope of Work, in any form or media.**

### EXHIBIT “A”

**Subconsultant’s Scope of Services**

#### Project #064369 Otay Water District

Task Order #3 Recycle Water Supply Augmentation Study Article 1 – Subconsultant’s Services and Responsibilities

1. **Period of Performance:** The Period of Performance associated with this task order shall not exceed three (3) calendar months from the effective date of this executed Agreement, as identified herein, without prior written approval from Gannett Fleming.
2. **Scope of Work and Schedule of Fees and Expenses:** Scope of work is as described below. Project shall be billed Time and Materials, for a not to exceed fee of $15,785.00.

### Veolia North America to perform the following in accordance with scope of work provided in Attachment A.

1. **Site Location:** Spring Valley, CA

#### **Description of Project:** The Otay Water District Task Order #3 Update to Recycled Water Supply Augmentation Planning Level Study includes identifying potential constituents of concern that may inhibit the District’s ability to deliver recycled water

**ANTICIPATED SCOPE OF WORK AND ASSUMPTIONS**

**Task 1: Project Management and Quality Assurance**

Task 1.1 Kick-Off Meeting with District (Conference Call)

*Assumption: Kick-off Meeting is a Conference Call*

Task 1.2 Project Monthly Invoicing and Status Reports

Prepare and submit a brief Project Status Report with each monthly invoice. The report should list accomplishments from the previous month, planned activities for the coming month, outstanding action items, and significant issues or concerns.

*Assumption: Project Duration is three (3) months*

Task 1.3 Monthly Project Meetings with District

Meet with the District at two (2) meetings during the project to discuss progress, resolve issues, review work products, and receive direction. Prepare agendas and meeting minutes for all meetings.

*Assumption: Two “in-person” meetings*

Task 1.4 Subconsultant Management

Develop and administer sub-consultant agreement; and process subconsultant invoices.

*Assumption: 3 Invoices*

Task 1.5 QA/QC Review

*Assumption: Review of Veolia Data Analysis and SBIWTP Plant Upsets Report Assumption:* R*eview of GF draft Report Update*

**Task 2: Summary and Analysis of SBIWTP Influent and Effluent Constituents of Concern**

Task 2.1 Review of City’s SBWRP Recycled Water Effluent Discharge Requirements

Obtain from the City, review and summarize the RWQCB Effluent Discharge Requirements for the City’s SBWRP; and the Annual Effluent Monitoring Reports for the City’s SBWRP for the last three (3) years. The focus of this task will be to compare effluent quality data obtained under Task 2.2 to identify constituents required to be monitored by the RWQCB for Recycled Water, but which are not monitored for the SBIWTP.

*Assumption: The City will provide electronic copy of the RWQCB Effluent Discharge Requirements for the City’s SBWRP; and electronic (PDFs and word and excel spreadsheet) copies of Annual Effluent Monitoring Reports for the City’s SBWRP for the last three (3) years*

Task 2.2 Review of SBIWTP Influent and Effluent Quality Constituents

Review and summarize the Annual Effluent Monitoring Reports for SBIWTP for the last three (3) years *and* provide a comparison of the effluent quality constituents defined in the RWQCB Effluent Discharge Requirements for the City’s SBWRP with the effluent quality of the same constituents for the SBIWTP. The focus of this task will be to identify constituents in the SBIWTP effluent that exceed the discharge requirements for recycled water as define in the RWQCB Effluent Discharge Requirements for the City’s SBWRP; and to identify constituents required to be monitored by the RWQCB for Recycled Water, but which are not currently monitored for the SBIWTP.

Task 2.3 Review SBIWTP Influent and Effluent Quality Data During SBIWTP Upset Conditions

Assemble, analyze, compare and summarize SBIWTP influent and effluent constituents before, during and after episodes when the SBIWTP has been upset.

Task 2.4 Prepare Technical Memorandum

Produce a Technical Memorandum summarizing the results of Task 2.1 through 2.3 and identifying potential constituents of concern or constituents of concern that may inhibit the District’s ability to deliver recycled water.

**Task 3: Recycled Water Supply Augmentation Study (TM) Update**

Task 3.1 Update Definitions of Project Elements for Option 1 and Options 2

Review and update the definition of project elements identified in the *2012 Technical Memorandum: Recycled Water Supply Augmentation Planning Level Study* based on the projected recycled water demands identified in the Districts “Attachment A – Scope of Services”

*Assumption: The recycled water demands provided by the District will* ***not*** *be reviewed and/or verified via review of the most current OWD Water Facilities Master Plan.*

Task 3.2 Update Estimates of Probable Costs

Review and update the estimates of probable costs identified in the *2012 Technical Memorandum: Recycled Water Supply Augmentation Planning Level Study.*

##### Assumption: Construction and O&M cost estimates will be adjusted per the increases in the LAENR Construction Cost Index and the All Cities CPI increases from January 2012 to December 2019; and for new facilities that might be necessary to accommodate the most recent recycled water demands provide by the District.

*Assumption: The District will define the timelines and water demands for incremental flow increases.*

Task 3.3 Draft Recycled Water Supply Augmentation Study (TM) Update

*Assumption: All Recommendations (V.1 through V.10) except V.4 identified in the 2012 Technical Memorandum: Recycled Water Supply Augmentation Planning Level Study will remain the same in this Update.*

*Assumption: Investigations of the issues identified under the Recommendations (V.1 through V.10) except V.4 of the 2012 Technical Memorandum: Recycled Water Supply Augmentation Planning Level Study and /or development of mitigation measures and costs are* ***not*** *included in this update.*

Task 3.4 Review Draft Study Update with District

Task 3.5 Final Recycled Water Supply Augmentation Study (TM) Update

EXHIBIT “B”

**Subconsultant’s Compensation**

Project #064369 Otay Water District

Task Order #3 Recycle Water Supply Augmentation Study

Article 3 – Basis of Compensation

Section 3.1.2

As per the Scope of Services defined in Exhibit “A”, the following fee schedule will be adhered to between Gannett Fleming, Inc., and Veolia North America:

|  |  |
| --- | --- |
| **PHASE/TASK** | **COMPENSATION** |
| **Task 1 – Project Management and Quality Assurance** |  |
| 1.1 – Kickoff Meeting with District | $307.50 |
| 1.2 – Project Monthly Invoicing | $307.50 |
| 1.3 – Monthly Project Meetings with District | $615.00 |
| **Task 2 – Summary and Analysis of SBIWTP** |  |
| 2.1 – Review of City’s SBWRP Requirements | $3,280.00 |
| 2.2 – Review of SBIWTP Influent & Effluent Quality Constituents | $2,870.00 |
| 2.3 – Review SBIWTP Influent & Effluent Quality Data during Upset Conditions | $4,100.00 |
| 2.4 – Prepare Technical Memo | $3,690.00 |
| **Task 3 – Recycled Water Supply Augmentation Study Update** |  |
| 3.4 – Review Draft Study Update with District | $615.00 |
| **TOTAL COMPENSATION (NOT TO EXCEED)** | **$15,785.00** |

\*See Attachment B for a complete breakdown and Labor Hours.

SUBCONSULTANT shall submit monthly progress invoices to Gannett Fleming. Invoice shall itemize actual hours worked on a task by task basis as shown above. Invoices should contain, Gannett Fleming project number, period of services, and task performed. Invoices that include charges for direct costs must include copy of the receipt. Whenever possible, invoices should be submitted to Gannett Fleming no later than the 4th of each month to be included in the current month billing.

Invoices should either be submitted via email to [dnutter@gfnet.com,](mailto:dnutter@gfnet.com) or mailed to the following address:

Gannett Fleming, Inc. Attn: Accounts Payable

570 Rancheros Drive, Suite 200 San Marcos, CA 92069

If you submit your invoice via email, there is no need to mail a physical copy.

Payment to SUBCONSULTANT for services provided to Gannett Fleming, Inc. will be made within 30 working days after receipt of payment from Gannett Flemings CLIENT for the work associated with the respective invoice, In the event the contract with CLIENT provides for alternative payment schedule to be adhered to, the CLIENT’s payment schedule will take precedence.

1. Review of City's SBWRP Recycled Water Effluent Discharge Requirements
2. Review of SBIWTP Influent and Effluent Quality Constituents
3. Review SBIWTP Influent and Effluent Quality Data during SBIWTP Upset Conditions
4. Prepare Technical Memo

**Subtotal**

**Phase 2: Summary and Analysis of SBIWTP**

|  |
| --- |
| Attachment B: Project Budget |
| **Otay Water District -Recycled Water Supply Augmentation Planning Level Study** |

|  |  |  |
| --- | --- | --- |
| **Principal** | **Project Eng I** | **Project**  **Coordinator** |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **PROJECT TASKS** | **$195.00** | **$154.00** | **$82.00** | **LABOR**  **HOURS** | **GF LABOR**  **BUDGET** | **VEOLIA**  **HOURS** | **VEOLIA**  **BUDGET** | **ODCs** | **TASK TOTAL** |
| **Phase 1: Project Management and Quality Assurance** | 011 Kick Meeting with District | 2.00 |  |  | 2.0 | $390.00 | 1.50 | $307.50 | $100.00 | $797.50 |
| 012 Project Monthly Invoicing | 6.00 |  | 2.00 | 8.0 | $1,334.00 | 1.50 | $307.50 |  | $1,641.50 |
| 013 Monthly Project Meetings with District | 10.00 |  |  | 10.0 | $1,950.00 | 3.00 | $615.00 | $200.00 | $2,765.00 |
| 014 Subconsultant Management | 2.00 |  | 3.00 | 5.0 | $636.00 |  | $0.00 |  | $636.00 |
| 015 QA/QC Review | 16.00 |  |  | 16.0 | $3,120.00 |  | $0.00 |  | $3,120.00 |
| **Subtotal** | **36.00** | **-** | **5.00** | **41.00** | **$7,430.00** | **6.00** | **$1,230.00** | **$300.00** | **$8,960.00** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 2.00 | 2.0 | $390.00 | 16.00 | $3,280.00 |  | $3,670.00 |
| 2.00 | 2.0 | $390.00 | 14.00 | $2,870.00 |  | $3,260.00 |
| 2.00 | 2.0 | $390.00 | 20.00 | $4,100.00 |  | $4,490.00 |
| 3.00 | 3.0 | $585.00 | 18.00 | $3,690.00 |  | $4,275.00 |
| **9.00** | **- - 9.00** | **$1,755.00** | **68.00** | **$13,940.00** | **$0.00** | **$15,695.00** |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Phase 03: Recycled Water Supply Augmentation Study Update** | 031 Update Definations of Project Elements for Option 1 and Option 2 | 16.00 | 6.00 |  | 22.0 | $4,044.00 |  | $0.00 |  | $4,044.00 |
| 032 Update Estimates of Probable Costs | 28.00 |  |  | 28.0 | $5,460.00 |  | $0.00 |  | $5,460.00 |
| 033 Draft Recycled Water Supply Augmentation Study | 26.00 | 5.00 |  | 31.0 | $5,840.00 |  | $0.00 | $100.00 | $5,840.00 |
| 034 Review Draft Study Update with District | 6.00 |  |  | 6.0 | $1,170.00 | 3.00 | $615.00 |  | $1,785.00 |
| 035 Final Recycled Water Supply Augmentation Study | 8.00 | 2.00 |  | 10.0 | $1,868.00 |  | $0.00 | $100.00 | $1,868.00 |
| **Subtotal** | **84.00** | **13.00 -** |  | **97.00** | **$18,382.00** | **3.00** | **$615.00** | **$200.00** | **$18,997.00** |
| **Total Budget** | | | | | **147 $ 27,567.00 77 $15,785.00 $ 500.00 $43,852.00** | | | | | |