November 7, 2019

TO: LOCSD Board of Directors

FROM: Ron Munds, General Manager

SUBJECT: **Agenda Item 7G – 11/07/2019 Board Meeting**
Award contract to Water Systems Consulting, Inc. for design and survey services for the South Bay Transmission Main Project

DESCRIPTION

At the July 11, 2019 Board meeting, the Board received a report detailing the need to move water from the South Bay well site directly to the main zone which serves the majority of the District's water customers.

At that meeting, the Board approved the release of a Request for Proposal (RFP) for the design and survey services needed to complete the project. This report is recommending the award of the contract to perform these services to the most responsive proposer, Water System Consulting, Inc. (WSC).

SUMMARY OF STAFF RECOMMENDATION

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, staff recommends that the Board adopt the following motion:

Motion: I move that the Board award a contract to Water Systems Consulting, Inc. in the amount not to exceed the sum of $67,747.00 to perform the scope of work provided in Exhibit A to the attached Professional Services Agreement.

DISCUSSION

The District Engineer prepared a RFP for design and survey services needed to prepare for construction and implementation of this Project. The Board approved the release of the RFP at their July 11, 2019 meeting. The District received proposals from the following engineering firms:

- Monsoon Consultants
- Wy'east Engineering
- MNS Engineers, Inc.
- Water Systems Consulting, Inc.

The proposal review team included:

- Jose Acosta, Utility Systems Manager
- Frank Asuncion, Water Resources Crew Leader
- Steven Tanaka, Principal Engineer-Wallace Group

The team reviewed the four proposals based on a qualifications-based selection (QBS) process which includes responsiveness to the scope of work in RFP, price and qualifications of the consultant's support staff. The review team unanimously chose WSC as the most responsive proposers and is recommending to the Board the award of the contract to WSC.

Mailing Address:
P.O. Box 6064
Los Osos, CA 93412

Offices:
2122 9th Street, Suite 110
Los Osos, CA 93402

Phone: 805/528-9370
FAX: 805/528-9377

www.losososcsd.org

FINANCIAL IMPACT

The South Bay water transmission project is included in the 2019-20 capital improvement budget, line item 500-9006. The total budget for the project is $507,500.The contract amount of $67,474 being considered in this report was included in the original engineering estimate for the entire project and within budget.

COMMITTEE ACTION

The Utilities Advisory Committee concurs with the staff recommendation made in this report.

Attachment

LOCSD

PROFESSIONAL SERVICES AGREEMENT

This agreement is made upon the date of execution, as set forth below, by and between WATER SYSTEMS CONSULTING, INC. ("Consultant"), a civil and environmental engineering consulting firm, and the Los Osos Community Services District ("LOCSD"). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

1.0 GENERAL PROVISIONS

1.01 Term: This agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

1.02 Services : Consultant shall perform the **scope of work (tasks)** described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete Tasks 1 and 2 according to the **project schedule, within 100 calendar days following notice to proceed,** which is also set forth in **Exhibit A**.

Consultant shall determine the method, details and means of performing the above-referenced services.

Consultant may, at their own expense, employ such assistants and sub consultants, as Consultant deems necessary to perform the services required of Consultant by this agreement. However, Consultant may not assign this agreement to any other person or entity in the performance of required project-related services, and the LOCSD may not control, direct or supervise Consultant's assistants or employees in the performance of those services.

1.03 Standard of Performance: Consultant's services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same or similar locality (the "Standard of Care"). Whenever the scope of work requires or permits approval by the LOCSD, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant or its subcontractors. By delivery of completed work, Consultant represents that the work conforms to the requirements of this contract and all applicable federal, state and local laws, in accordance with the Standard of Care. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

1.04 Compensation: In consideration for the services to be performed by Consultant, LOCSD agrees to pay Consultant monetary consideration for professional engineering

services in accordance with the **fee schedule** set forth in **Exhibit A**. The parties agree that total compensation for fees and costs for the services detailed in **Exhibit A,** shall not exceed the sum of $67,747.00, unless and until this Agreement is amended as provided herein.

1.05 Billing/Payment Terms. All charges for Consultant's services and related reimbursable expenses shall be billed monthly, and all undisputed charges will be paid by LOCSD within 30 (thirty) days of receipt. The bills will itemize by date all services and expenses provided for the invoice period under this Agreement including a brief description of the nature of work performed, the person performing or vendor providing them, the applicable billing rate, the time expended. All Consultant service invoices must be approved by the LOCSD General Manager, prior to payment.

2.0 OBLIGATIONS OF CONTRACTOR

2.01 Contract Management and Service Performance: Consultant Principal shall serve as the project manager and will personally prepare, or direct and supervise the preparation of, all work product called for by this agreement. Consultant represents that it has the qualifications, experience and facilities to properly perform all services hereunder in a thorough, competent, timely, and professional manner in accordance with the Standard of Care and shall, at all times during the term of this Agreement, have in full force and affect all licenses required of it by law. Consultant agrees to devote the hours and the human resources necessary to timely perform the services set forth in this agreement in an efficient, professional, and effective manner, consistent with the Standard of Care.

2.02 Avoidance of Conflict of Interest. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with LOCSD's business or interfere with the timely performance and completion of Consultant's services under this Agreement.

Consultant shall comply with all conflict of interest laws and regulations including, without limitation, the LOCSD's Conflict of Interest Code (on file in the LOCSD Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the LOCSD pursuant to this Agreement may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant or Consulting Firm to notify the LOCSD of any staff changes relating to this Agreement.

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of the Consultant(s) unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B. _____ *(Consultant initials)*

B. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the LOCSD, and there is substantial likelihood that the Consultants work product will be

presented, either written or orally for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the LOCSD's Conflict of Interest Code.

_____ _____

_____ _____

2.03 Tools and Instrumentalities: Consultant shall provide all tools and instrumentalities to perform the services under this agreement.

2.04 Workers' Compensation and Other Employee Benefits: LOCSD and Consultant intend and agree that Consultant is an independent contractor of LOCSD and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other LOCSD-sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify LOCSD for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

2.05 Indemnification: ***Design Professional:***

(a) To the fullest extent permitted by law, the Design Professional shall indemnify and defend, pursuant to the limitations set forth in the California Civil Section 2782.8, the LOCSD, and its elected officials, officers, and employees from and against all liabilities that arise out of, pertain to, or relate to negligent acts, errors or omissions, or willful misconduct of the Design Professional, or its employees, agents, or subcontractors. Liabilities to the extent caused by the Design Professional and subject to the obligation to indemnify include all claims, losses, damages, defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Design Professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Design Professional's duty to indemnify. Design Professional shall be obligated to defend, pursuant to the limitations in California Civil Section 2782.8, the LOCSD in all legal, equitable, administrative, or special proceedings, with counsel approved by the LOCSD, the LOCSD and its elected officials, officers, and employees, immediately upon tender to Design Professional of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Design Professional are responsible for the claim does not relieve Design Professional from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Design Professional asserts that liability is caused by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative

active negligence or willful misconduct of an indemnified party, Design Professional may submit a claim to the LOCSD for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the Design Professional's work or work product by any indemnified party shall not affect, relieve or reduce the Design Professional's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

2.06 Insurance: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this agreement

3.0 OBLIGATIONS OF LOCSD

3.01 Cooperation: LOCSD agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement. LOCSD employees, agents and officers of the LOCSD agree to disclose all information relevant to this project to Consultant.

4.0 TERMINATION OF AGREEMENT

4.01 Termination Notice: Notwithstanding any other provision of this agreement, any party hereto may terminate this agreement, at any time, without cause, by giving at least 30 (thirty) days' prior written notice to the other parties to this agreement.

4.02 Termination on Occurrence of Stated Events: This agreement shall terminate automatically on the occurrence of any of the following events:

a. Sale of the business of any party;

b. The end of the 30 (thirty) days as set forth in section 4.01;

c. End of the contract to which Consultant's services were necessary; or

d. Assignment of this agreement by Consultant without the consent of LOCSD.

e. Death of any party.

4.03 Termination by any Party for Default: Should any party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party, at its option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

4.04 Termination: This agreement shall terminate on December 31, 2020 unless earlier extended as set forth in this Section. The LOCSD, with the agreement of Consultant, is authorized to extend the term of this agreement beyond the termination date, as needed, under the same terms and conditions as set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

5.0 SPECIAL PROVISIONS

5.01 Additional Tasks as May Be Assigned by the District Engineer or the LOCSD General Manager: Prior to initiating any Consultant work on matters relating to Optional Tasks 1 through 4, or other additional services as agreed to between LOCSD and Consultant, it shall be the responsibility of Consultant to obtain written approval of the LOCSD General Manager, prior to initiation of such tasks.

5.02 Time Schedule: Consultant is to begin work upon receipt and execution of LOCSD contract. It is contemplated that most of the services hereunder, including but not limited to preparation, public and agency review, and submission of the Final Plans, Specifications and Estimate (PS&E) (*final construction contract documents)* to the General Manager and LOCSD Board of Directors for approval for public bidding, will be completed on or before February 28, 2020 . **TIME IS OF CARDINAL IMPORTANCE TO THIS CONTRACT.** Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in **Exhibit A** and incorporated herein.

5.03 Work Outside Contract Scope: No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manger may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

5.04 Confidentiality:

(a) Confidential Nature of Information. Consultant shall treat all information obtained from the LOCSD in the performance of this contract as confidential and proprietary to the LOCSD. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential.

(b) Limitation on use and disclosure. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the LOCSD, or obtained from the LOCSD or obtained as a consequence of the performance of work to any person other than the LOCSD, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the LOCSD.

(c) Security plan. If requested by the Contract Manager, Consultant shall prepare a security plan to assure that information obtained from the LOCSD or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant shall advise the LOCSD of any request for disclosure of information or of any actual or potential disclosure of information.

(d) Survival. Consultant's obligations under this paragraph shall survive the termination of this contract.

6.0 MISCELLANEOUS

6.01 **Notices**: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and delivered or, in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, to the following address for each respective party:

PARTY	**ADDRESS**
TO: LOCSD	LOCSD 2122 9th Street Suite 102 Los Osos, CA 93402 Attention: General Manager
Copy to:	Jeff Minnery LOCSD Attorney Adamski Moroski Madden Cumberland & Green LLP PO Box 3835 San Luis Obispo, CA 93403-3835
TO CONSULTANT:	Water Systems Consulting, Inc. 805 Aerovista Place, Suite 201 San Luis Obispo, CA 93401 Attention: Joshua Reynolds

6.02 **Governing Law**: This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time, should any need for interpretation of this agreement or any decision or holding concerning this agreement arise.

6.03 **Binding Effect**: This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as consent by LOCSD to any assignment of this agreement or any interest in the agreement.

6.04 **Remedies**: The remedies set forth in this agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.05 **Due Authority**: The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.06 **Ownership of Work Product**: Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the LOCSD, provided Consultant has been paid all outstanding invoices owing under this Agreement. Consultant agrees that all copyrights, which arise from creation of the work pursuant to this contract, shall be vested in the LOCSD and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the LOCSD, upon payment of all invoices owing to Consultant under this Agreement. LOCSD acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

6.07. **Integration and Modification**: This contract represents the entire understanding and agreement of the LOCSD and Consultant as to those matters contained herein. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the LOCSD and Consultant.

6.08. **Advice of Counsel**: The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

6.09. Independent Review: Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

6.10. Attorney Fees: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach hereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.11 No waiver: The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.12. Assignment: This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement, giving rise to a right to terminate as set forth in Section 4.03.

6.13. Time for Performance: Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause, except financial inability, which is the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused: provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement of the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.14 Severability: Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.15. Construction: The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provision to which they relate.

6.16. Amendments: Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this agreement.

6.17. Signatures: The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

Consultant:

Date:_____ By: _____
Joshua Reynolds, Vice President

LOCSD:

Date:_____ By: _____
Ron Munds, General Manager

APPROVED AS TO FORM:

LOCSD Attorney: Adamski Moroski Madden Cumberland & Green LLP

Date:_____ By: _____
Jeffrey Minnery
LOCSD Attorney

ATTEST:

_____
Laura Durban, LOCSD
Administrative Services Manager

EXHIBIT A

SCOPE OF WORK,

FEE SCHEDULE

&

PROJECT SCHEDULE

SCOPE OF WORK

The scope of work shall be as stated in Consultant's Proposal dated August 9, 2019 (included in Exhibit A in its entirety), Tasks 0 (Project Management), 1 and 2, but excluding Optional Tasks 1 through 4.

FEE SCHEDULE:

Compensation for this Scope of Work shall be in accordance with Exhibit A-1, attached hereto, in the amount not to exceed $67,747.00.

PROJECT SCHEDULE;

Project schedule shall be set forth in Consultant's proposal dated August 9, 2019, with the following clarifications:

- Overall schedule for completion of Tasks 0, 1 and 2 shall be within 100 calendar days following Notice to Proceed, with allowance for Thanksgiving, Christmas and New Years Holidays, no later than February 28, 2020.

EXHIBIT A-1

CONSULTANT FEES/COMPENSATION

Los Osos Community Services District
South Bay Well Site Water Transmission Main to LOCSD Main Pressure Zone
Cost Proposal
8/8/2019

WSC
WATER SYSTEMS CONSULTING, INC.

Task No.	Task Description	WSC									MBS Land Surveys	MGE Underground	ALL FIRMS
		Principal in Charge	QA/QC	Project Manager	Project Engineer	CAD Drafter	Clerical/ Admin	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Labor Fee	Total Fee
	Billing rates, $/hr	*$265*	*$225*	*$185*	*$155*	*$140*	*$125*							
0	**Project Management and Coordination**													
0.1	Project Administration	2		10			10	22	$ 3,630	$ 100	$ 3,730			$ 3,730
0.2	Quality Assurance/ Quality Control		16					16	$ 3,600	$ 100	$ 3,700			$ 3,700
0.3	Kick-Off Meeting			3	5			8	$ 1,330	$ 116	$ 1,446			$ 1,446
0.4	Meeting #1 - 50% Draft Design Review			3	3			6	$ 1,020	$ 16	$ 1,036			$ 1,036
0.5	Meeting #2 - 90% Draft Final Design Review			3	3			6	$ 1,020	$ 16	$ 1,036			$ 1,036
	SUBTOTAL	2	16	19	11	0	10	58	$ 10,600	$ 347	$ 10,947	$ -	$ -	$ 10,947
1	**Preliminary Engineering**													
1.1	Data Collection and Review			1	8			9	$ 1,425	$ 100	$ 1,525			$ 1,525
1.2	County Encroachment Permit			4	10			14	$ 2,290	$ 100	$ 2,390			$ 2,390
1.3	Utility Research			1	10			11	$ 1,735	$ 100	$ 1,835			$ 1,835
1.4	Survey, Basemap, Preparation and Site Visit			3	2	8		13	$ 1,985	$ 116	$ 2,101	$ 15,400		$ 17,501
	SUBTOTAL	0	0	9	30	8	0	47	$ 7,435	$ 416	$ 7,851	$ 15,400	$ -	$ 23,251
2	**Construction Documents**													
2.1	Pipeline Design			16	20	12		48	$ 7,740	$ 300	$ 8,040			$ 8,040
2.2	Specification				30			30	$ 4,650	$ 200	$ 4,850			$ 4,850
2.3	Opinion of Probable Construction Cost			2	6			8	$ 1,300	$ 100	$ 1,400			$ 1,400
2.4	50% Draft Design Submittal			6	10	50		66	$ 9,660	$ 400	$ 10,060			$ 10,060
2.5	90% Draft Final Design Submittal			4	8	30		42	$ 6,180	$ 200	$ 6,380			$ 6,380
2.6	Final Design Submittal			2	6	8		16	$ 2,420	$ 400	$ 2,820			$ 2,820
	SUBTOTAL	0	0	30	80	100	0	210	$ 31,950	$ 1,600	$ 33,550	$ -	$ -	$ 33,550
	SUBTOTAL	2	16	58	121	108	10	$ 315	$ 49,985	$ 2,362	$ 52,347	$ 15,400	$ -	$ 67,747
	COLUMN TOTALS	2	16	58	121	108	10	315	$ 49,985	$ 2,362	$ 52,347	$ 15,400	$ -	$ 67,747

OT 1	**Optional Task 1.0 Potholing**													
OT 1.1	Potholing (per day rate)				1			1	$ 155	$ -	$ 155		$ 3,841	$ 3,996
	Optional Task 1.0 Potholing TOTAL	0	0	0	1	0	0	1	$ 155	$ -	$ 155	$ -	$ 3,841	$ 3,996
OT 2	**Optional Task 2.0 Bid Phase Support**													
OT 2.1	Bid Phase Support			6	18	6		30	$ 4,740	$ 200	$ 4,940			$ 4,940
	Optional Task 2.0 Bid Phase Support TOTAL	0	0	6	18	6	0	30	$ 4,740	$ 200	$ 4,940	$ -	$ -	$ 4,940
OT 3	**Optional Task 3.0 Construction Phase Support**													
OT 3.1	Office Engineering During Construction			26	84	8		118	$ 18,950	$ 800	$ 19,750			$ 19,750
	Optional Task 3.0 Construction Phase Support TOTAL	0	0	26	84	8	0	118	$ 18,950	$ 800	$ 19,750	$ -	$ -	$ 19,750
OT 4	**Optional Task 4.0 Monument Preservation Survey**													
OT 4.1	Locating and Setting New Monuments							0	$ -	$ -	$ -	$ 2,090		$ 2,090
	Optional Task 4.0 Monument Preservation Survey TOTAL	0	0	0	0	0	0	0	$ -	$ -	$ -	$ 2,090	$ -	$ 2,090

EXHIBIT A-2

CONSULTANT PROPOSAL DATED AUGUST 9, 2019

Exhibit A-2

August 8, 2019

PROPOSAL FOR

SOUTH BAY WELL SITE WATER TRANSMISSION MAIN TO LOCSD MAIN PRESSURE ZONE

WSC
WATER SYSTEMS CONSULTING, INC.

WSC
WATER SYSTEMS CONSULTING, INC.

August 8, 2019

Steve Tanaka
Wallace Group
Los Osos Community Services District
2122 9th Street
Los Osos, CA 93402

SUBJECT: PROPOSAL FOR THE SOUTH BAY WELL SITE WATER TRANSMISSION MAIN TO LOS OSOS COMMUNITY SERVICES DISTRICT MAIN PRESSURE ZONE

Dear Mr. Tanaka,

Water Systems Consulting, Inc. (WSC) is pleased to submit this proposal to the Los Osos Community Services District (LOCSD) to provide engineering design and bid phase services in response to the South Bay Well Site Water Transmission Main to LOCSD Main Pressure Zone (Project) Request for Proposals (RFP). WSC has been providing valuable consulting and design services on the Central Coast for more than 11 years. Through our recent relevant pipeline design work for other coastal communities in San Luis Obispo County, we understand the unique local challenges which means we will work efficiently and anticipate potential issues.

Many of our employees call Los Osos home and we are excited at the opportunity to build a relationship with LOCSD and provide value to the community. WSC's approach is based on several key considerations:

Responsive local service. WSC has provided similar engineering design services to the nearby communities of Cayucos and Morro Bay, and other coastal communities such as Arroyo Grande and Pismo Beach. Through our work within and with the County of San Luis Obispo, we understand their standards and preferences. This familiarity and experience allows our team to work efficiently, provide value-added solutions, and minimize impact on your community.

Streamlined and focused design leads to efficient project delivery. Our approach includes working with LOCSD to develop a quick start plan for the alignment layout to identify and minimize utility impacts and understand potential crossings. In anticipation, we already started preliminary utility research that will allow us to hit the ground running. We will work closely with LOCSD staff to identify project goals and priorities, evaluate lead time for County coordination and right-of-way impacts, and streamline design reviews.

Early engagement and continued collaboration. We will work quickly after receiving the Notice to Proceed (NTP) to provide an early basemap with known utilities to LOCSD for review. There are several utilities including 4-inch gas mains, telecommunication duct banks, and 12-inch sewer mains that will provide challenges for developing an alignment suitable to the LOCSD's project constraints, and goals. We understand the community's sensitivity to utility disruptions and how an early understanding of alignment and potential utility conflicts will help WSC incorporate appropriate mitigation and sequencing measures to reduce impacts from paving, landscape restoration, and right-of-way creep to the extent practical.

WSC has reviewed the Agreement for Services provided with the RFP and respectfully requests LOCSD consider the requested revisions in Appendix B.

WSC is committed to delivering all required resources and personnel to meet the project requirements. We welcome the opportunity to discuss this proposal with you in more detail, and to answer any questions you may have. Feel free to contact WSC's proposed Project Manager, Michael Goymerac, at (805) 457-8833, ext. 123, or Principal in Charge, Joshua Reynolds, at (805) 457-8833, ext. 107. You can also email us at mgoymerac@wsc-inc.com or jreynolds@wsc-inc.com.

We are excited for the opportunity to partner with you on this project and look forward to collaborating with LOCSD. Thank you for considering WSC, and we look forward to your response.

Sincerely,
Water Systems Consulting, Inc.

Michael Goymerac, PE
Project Manager

Joshua Reynolds, PE, MS
Principal in Charge / Vice President

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Understanding and Approach

Project Understanding

The Los Osos Community Services District (LOCSD) owns and operates a water distribution system to serve water to the community of Los Osos. The water distribution system consists of two pressure zones: a main pressure zone and a boosted pressure zone that is supplied through the 16th Street Pump Station. The South Bay Well currently pumps directly into the boosted zone on a demand basis. The District desires to use the South Bay Well to fill the storage tanks in the main zone.

LOCSD envisions a new 8-inch transmission main along Nipomo Avenue between Mountain View Drive and 10th Street. The transmission main will tie into the existing South Bay Well discharge pipe at the intersection of Nipomo Avenue and Mountain View Drive with a tee and run approximately 2,330 feet west along Nipomo Avenue. The tie in will include appropriate valving to allow the District to manually control the South Bay Well discharge to either the boosted zone or directly into the main zone. The transmission main will connect to the main pressure zone at an existing 10-inch ACP water main at the intersection of Nipomo Avenue and 10th Street. There will not be any services connected off this new transmission main and no existing pipe will be replaced nor abandoned. It is understood that the South Bay Well hydraulics, with the completion of the transmission main, have been evaluated and confirmed by LOCSD.

Project Approach

WSC is positioned to provide great value to LOCSD due to its team's technical experience with pipeline projects in the area, schedule efficiency, and early engagement coupled with continued and responsive service. WSC's proposal provides a personalized approach to assisting LOCSD in developing design plans and construction documents for a new water transmission main to connect the South Bay Well to the main pressure zone. WSC has developed a small but experienced team to assist the District through a streamlined and focused design effort.

A Well-Defined Project Management Strategy Keeps the Project on a Strict Schedule

We know that the District expects us to be available, accountable, and reliable, and we hold ourselves to that same standard. **Throughout the project, WSC will closely manage the communication, coordination, budget, schedule, and quality to provide a high level of service consistent with our core values.** To accomplish this, WSC will:

- Document communication including meeting and conference call notes
- Provide action item summaries and records of project decisions
- Keep all project documents and records organized and accessible to the project team
- Schedule regular internal meetings and draft review periods early in the project to keep the project momentum going
- Internally review the schedule and workload of team members weekly and adjust other project workloads to meet schedule commitments to this project.

WSC will also notify the District immediately of potential out-of-scope items that may impact the project budget; and when warranted, include discussion of the need for the extra work with potential mitigation alternatives to prevent scope and budget creep. As part of this project, WSC will conduct and document thorough internal quality control reviews on submittals prior to submission to the District.

A critical component to our project management approach is maintaining strict adherence to the schedule. WSC understands that scheduling and timing are of great importance to the District. WSC is staffed and ready to begin design and has already begun preliminary utility research efforts. Using Underground Service Alert's database, we obtained a preliminary list of utility companies who may have facilities in the respective project areas and have reviewed this information against available record drawings provided by the District. Companies with active utilities in the project vicinity include but are not limited to LOCSD, County of San Luis Obispo, Golden State Water Company, SoCal Gas, Pacific Gas and Electric (PG&E), AT&T, and Charter. We will send notification letters to the various utilities upon project kick-off and will diligently pursue existing utility data to meet an expedited schedule, which is included at the end of this section. **Early identification of the utility backdrop of the project area will allow WSC to address potential utility conflicts at the beginning of the design and work with the District to gain additional information via potholing to come up viable solutions.**

A Reliable Basemap Reduces Potential Construction Risks

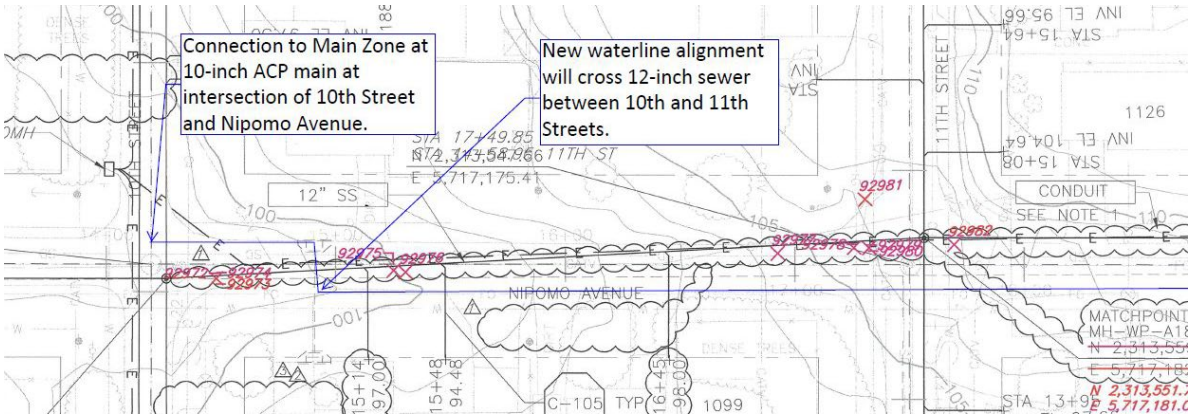
As the basis of our design work, an important first step is to compile a basemap that depicts the existing conditions in the project area. County parcel records, aerial, street view imagery available in the public domain, and visible evidence of utilities will provide valuable pieces of the puzzle. As-built plans from the various utility owners are key pieces that will enable us to depict the existing conditions with a reasonable degree of accuracy. Coupled with this information, WSC's surveyor, MBS Land Surveys, will perform utility surveys locating above ground evidence of utilities, including storm drain, sewer, water, gas, electric, and cable TV and will incorporate that data into the base map. In addition to utility maps and survey data, the record drawings, or Atlases, showing the underground alignments provided by the District in the RFP will allow for further identification of potential conflicts and a more confident alignment. **Understanding potential conflicts during the design phase and addressing them on the plans will reduce the potential for field changes, cost increases, and delays caused by utility conflicts during construction. We have already obtained a comprehensive list of utility companies who may have facilities in the project areas.**

Even with the preparation of a detailed basemap, there is always the potential for unknown utilities or subsurface conditions to be discovered during construction. These unknowns cannot be prevented but the impacts can be anticipated and strategically mitigated in the contract documents. If major conflicts or unknowns are discovered, WSC will work with the District to authorize the optional potholing scope to resolve these issues. Our design team's extensive pipeline design and construction management experience is reinforced by hands-on experience solving issues during construction and operation. WSC's Project Manager, Michael Goymerac, has experience overseeing and implementing pipeline projects during construction phases. The contract documents should detail which methodologies are permitted and include provisions for limiting payment. Utilizing Lump Sum bid items along with a detailed description of what the payment includes can be an effective way of calling attention to potential shortcuts and establishing equal requirements that allow quality contractors to be competitive. **WSC proposes to hold a portion of the 90% Draft Final Design Review Workshop (see Task 0.5 in Scope of Services) at the Project site. This will allow WSC and District staff to walk the alignment and simulate a construction bid environment focusing on constructability issues and construction risk mitigation.**

Early Engagement with LOCSD To Confirm Alignment and Design Approach

WSC has performed an early evaluation of the Los Osos Wastewater Collection System Project Record, provided by the District with the RFP and gained an understanding of the site constraints during the preliminary site walk. This preliminary understanding of the potential utility conflicts coupled WSC's proposed streamline approach to design will maintain the District's aggressive schedule and reduce construction risk. Based on the initial review of record drawings, WSC has identified utilities located on

Nipomo Avenue, between Mountain View Drive and 10th Street, that could interfere with the South Bay Well Piping Project. These utilities include: SoCal Gas mains (½-inch to 4-inch) and gas service lines (½-inch); AT&T communication duct banks; Golden State and LOCSD water service lines (¾-inch); Charter telecommunication services (including TV and fiber optics); other 2-inch conduits; 8- to 12-inch sanitary sewer main; various sewer laterals; and a 10-inch water main.



A major utility constraint will be the 8-inch to 12-inch sanitary sewer, owned by the County, that runs along the north side of Nipomo Avenue from approximately 350-feet west of 13th Street to 11th Street. Between 11th Street and 10th Street, the 12-inch sanitary sewer crosses from the north to south side of Nipomo Avenue. More than likely the alignment of the new 8-inch C900 polyvinyl chloride (PVC) will be placed in the opposite side of Nipomo Avenue (southern pavement edge) between Mountain View Drive and 11th Street and transition to the north side between 11th Street and 10th Street. This proposed preliminary alignment will need to be fully vetted during design, either via confirmation from utility companies or as-needed potholing, as the proposed alignment may conflict with gas and fiber optic lines that appear to be running to the south of Nipomo Avenue. Air and vacuum valves will be necessary at high points along the main, and blow offs will be included upon the District's request.

We understand that the District wishes to maintain a pipeline alignment that is outside of the Nipomo Avenue extent of pavement but within the County right-of-way (ROW). If the new pipeline impacts pavement, the County of San Luis Obispo will require a minimum one half of the lane be restored to prevent a pavement seam near the edge of the road. The benefit of installing outside of the pavement is to avoid additional construction costs related to repaving and restoring a portion of Nipomo Avenue. Upon review of this area, many residences have extended landscaping and driveway access features into the ROW and up to the edge of Nipomo Avenue. While placing the new alignment in the ROW but outside of the pavement would reduce paving costs, **WSC will work with the District to better understand coordination and restoration costs associated with the landscaping and driveway access features and their impacts on project cost and duration. Considering the disturbances associated with the Los Osos Wastewater Collection System project that may still be fresh in the community's memory, WSC will work with the District to develop an alignment that balances pavement restoration and disruption to residences along Nipomo Avenue.**

WSC recommends the 8-inch C900 PVC be placed via traditional means of trench install on the outside edge of pavement with the appropriate required offsets from other utilities of concern. WSC will incorporate limitations in the contract documents for the site impacts, such as reducing the length of trench that can be open at any given time to minimize disruptions without impacting the construction progress. **While it seems the District is on the right track with traditional open cut pipeline installation, WSC is available to evaluate other pipeline installation alternatives such as horizontal directional drilling (HDD) and their cost, schedule, and community impacts.**

Project Team/Qualifications

WSC is Your Premier Water Resources Consulting Firm

WSC is a full-service engineering consulting firm that specializes in innovative and sustainable solutions, relationship building, and bringing value to our clients. We thrive and grow from the philosophy that people come first and that all water has value.

Our expert staff of nearly 60 employees provides design engineering services to public water utilities throughout California and the Pacific Northwest. We serve special districts, counties, cities, investor-owned utilities, and regulatory agencies from our nine offices, including our San Luis Obispo headquarters which is staffed by 26 skilled employees.

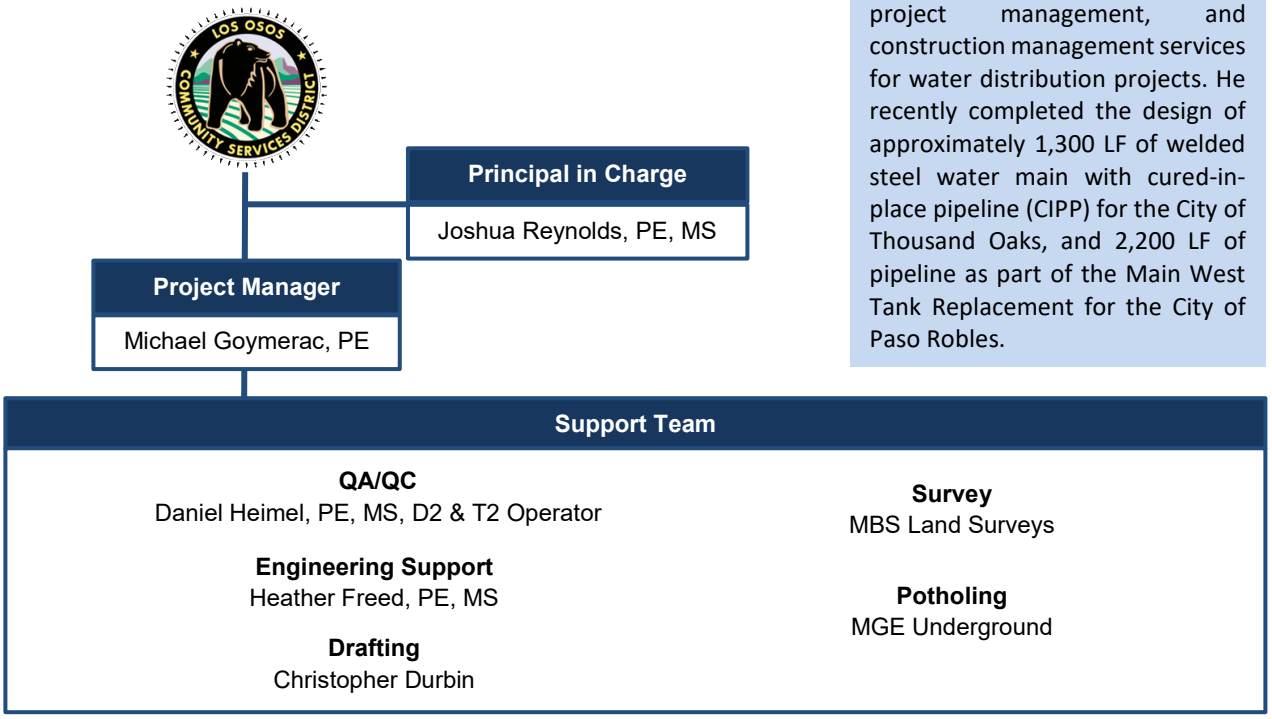
WSC's proposed Project Manager is Michael Goymerac, PE, an experienced water main design engineer based in San Luis Obispo. He will be supported by WSC's Principal in Charge, Joshua Reynolds, a water conveyance expert with nearly 20 years of experience in San Luis Obispo County. Daniel Heimel, a Los Osos resident and experienced water distribution system engineer and operator, will provide QA/QC services for the project. Michael will lead a team that includes Heather Freed, a talented hydraulic modeler and design engineer, and WSC's in-house drafter Christopher Durbin, both of whom have experience on water pipeline design projects in San Luis Obispo County.

MBS Land Surveys (MBS) will provide survey services as a subconsultant to WSC. WSC and MBS have worked together on six projects in San Luis Obispo County. Potholing services will be provided by MGE Underground (MBE). WSC and MGE worked together on the Five Cities Lift Station and Force Main Project for the City of Pismo Beach. Detailed resumes for WSC's proposed staff in the organizational chart below are included in **Appendix A.**

Meet Your PM

MICHAEL GOYMERAC, PE

Mr. Goymerac is a professional engineer with more than six years of experience providing design, project management, and construction management services for water distribution projects. He recently completed the design of approximately 1,300 LF of welded steel water main with cured-in-place pipeline (CIPP) for the City of Thousand Oaks, and 2,200 LF of pipeline as part of the Main West Tank Replacement for the City of Paso Robles.



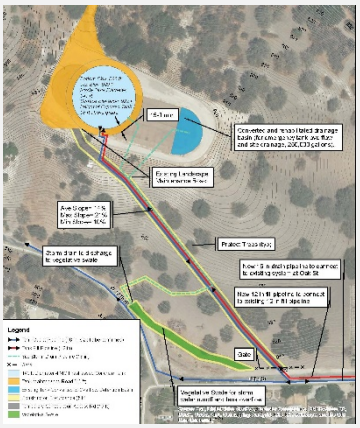
Relevant Project Experience

Experience

Founded in San Luis Obispo County, WSC has spent more than a decade helping local water utilities plan, fund, design, and deliver vital water system projects. Members of WSC's team have led or played key roles in numerous water main and pressure zone design projects on the Central Coast. Their expertise and local knowledge enables the careful evaluation, planning, design, and construction of effective and resilient infrastructure. WSC and our proposed subconsultants have worked together on projects in San Luis Obispo County and will seamlessly work together to design this project.

In addition to the projects highlighted in this section, WSC has supported numerous other clients in California with the design of water main and pressure zone projects, including more than 10 miles of 8- and 12-inch water main replacement projects for Liberty Utilities in Southern California, more than two miles of 8-inch water main for Big Bear City Community Services District, 3,300 LF of 8-inch water main for the City of Arroyo Grande, and three segments of 8-and 12-inch water main for the City of Pismo Beach. Through projects like these, our team has established a library of tools and experience that drives efficiency and quality. WSC also focuses on understanding the unique preferences and constraints for each project by building in time to listen to your staff and capture their nuanced knowledge of operations and maintenance in the project deliverables.

Main West Tank and Airport Area Utilities Extension Projects – *City of Paso Robles, Paso Robles, CA*



Mr. Goymerac designed 2,200 LF of pipeline ranging in diameter from 4-to 18-inches as part of the Main West Tank Design Project. Michael is the Project Manager for the Project which includes the final design and engineering services during construction for the replacement of a 4 MG partially buried, pre-stressed concrete tank on the site of an existing reservoir. WSC also provided preliminary and final design services for the Airport Area Utilities Extension Project which included nearly 10,000 LF of potable water, 5,000 LF of recycled water, and 14,000 LF of sewer main ranging in diameter from 8-to 15-inches. During the preliminary design phase, WSC used a GIS-based hydraulic model, detailed constraints analysis, and a life-cycle cost evaluation to analyze alternative configurations for the multi-phased expansion around the Paso Robles Airport.

Years (Main West): Main West — 2017 to present; Airport Area – December 2013 to present. Both projects are under construction.

Key Staff (Main West): Michael Goymerac (Project Manager), Joshua Reynolds (Principal & QA/QC), Christopher Durbin (Drafting), Heather Freed (Hydraulic Modeling), MBS Land Surveys (Surveying)

Key Staff (Airport Area): Joshua Reynolds (Project Manager), Heather Freed (Hydraulic Modeling), Christopher Durbin (Drafting), MBS (Surveying)

Project Manager's Reference:
Kirk Gonzalez, PE, Water Conservation and Resources Manager
City of Paso Robles
(805) 227-7238, kgonzalez@prcity.com

Water System Improvement Projects – *Big Bear Lake Department of Water and Power, Big Bear Lake, CA*

WSC has provided design and construction management services to Big Bear Lake Department of Water and Power since 2011. During that time, WSC has designed or managed the construction of more than 36,000 LF of 8-to 12-inch water main. WSC is currently in the first year of a four-year water main replacement program that includes an additional 65,000 LF of water main. WSC has also provided design services for the Division, Sawmill, and Arrastre Creek wells, and construction management services for the drilling of two wells and the equipping of five wells. WSC assisted with acquiring more than $30 million in grants and low interest loans for BBLDWP, including $15 million in low interest loans from the USDA Rural Development Program Grant/Loan Program for the 2018 Pipeline Replacement Project.

Years: 2011 to present.

Key Staff: Joshua Reynolds (Principal in Charge), Michael Goymerac (QA/QC), Christopher Durbin (Drafting)

Reference:
Reggie Lamson, PE, PLS, General Manager
Big Bear Lake Department of Water and Power
(909) 866-5050, rlamson@bbldwp.com

Conejo Creek Waterline Replacement – *City of Thousand Oaks, Thousand Oaks, CA*

WSC developed plans and specifications for the City of Thousand Oaks' first potable water cured-in-place pipeline (CIPP) rehabilitation project. A large portion of the rehabilitated pipeline is located within the Conejo Creek North Park. The project includes rehabilitation of nearly 800 LF of existing welded steel pipe with CIPP and replacement of over 500 LF of pipeline with new 12-inch C900 PVC pipe. The use of CIPP in this segment of the City's potable water infrastructure provides a unique solution to a site with special land use and physical constraints. The site limitations for using standard open cut excavation and pipeline replacement included a difficult to access residential side yard easement, difficult to navigate vertical elevation changes, and 150 feet of Caltrans right of way which would require additional permitting. Much of these constraints were mitigated using CIPP which allows for less disruption to the surrounding residential community and public park.

Years: 2018 to present. The project is currently under construction.

Key Staff: Joshua Reynolds (Principal and QA/QC), Michael Goymerac (Project Manager), Christopher Durbin (Drafting)

Reference:
Chandani Gunasekara, Project Manager
City of Thousand Oaks
(805) 449-2461; cgunasekara@toaks.org

Scope of Services/Contract Exceptions

Scope of Services

TASK 0.0 PROJECT MANAGEMENT & COORDINATION

0.1 Project Administration

- WSC will provide project administration and coordination with the District, subconsultants, and the County.
- WSC will prepare project a schedule and update as-required based upon actual progress and District's direction.
- WSC will prepare monthly progress reports. Project management is assumed to cover a 9-month duration covering both the design and construction phases of the project.

0.2 Quality Assurance/Quality Control

- WSC senior technical staff will be responsible for executing the Quality Assurance and Quality Control (QA/QC) program.
- WSC senior technical staff will provide comprehensive QC reviews of deliverables prior to submittal to the District for review. Anticipated deliverables are described in subsequent tasks.

0.3 Kick-Off Meeting

- WSC will plan, organize, and conduct one (1) kick-off meeting. The purpose of the kick-off meeting will be to: (1) establish roles and responsibilities; (2) review scope, schedule, and deliverables; (3) review available data and establish data needs; (4) review alternative pipeline installation, alignment constraints, and property owner coordination; and (5) discuss LOCSD's preferences for design plans and Technical Specifications.
- WSC anticipates attendance of the Project Manager and Project Engineer for a two-hour meeting in person plus travel and preparation time.

0.4 Meeting #1 – 50% Draft Design Review

- WSC will plan, organize, and conduct Meeting #1. The purpose of the meeting is to discuss the Draft Design Submittal and Technical Specifications. WSC anticipates the meeting will be held ten (10) business days after the Draft Design is submitted. Discussion topics will include the proposed pipeline alignment, utility conflicts, design potholing (if necessary), points of connection, stubs for future mainline extension, technical specification preferences, and any other comments or preferences LOCSD would like to incorporate. The review will be followed by a discussion of the next steps and design completion schedule. Draft agendas will be provided prior to the meeting. WSC will provide a copy of the technical specifications and a 22"x 34" plan set prior to the meeting.

0.5 Meeting #2 – 90% Draft Final Design Review

- WSC will plan, organize, and conduct Meeting #2. The purpose of the meeting will be to discuss the Draft Final Design Submittal and Technical Specifications. It is anticipated that the meeting will be held after the Draft Final Design is submitted and will be combined with the Front End Specification Preparation. WSC will provide a copy of the technical specifications and a 22"x 34" plan set prior to the meeting. The review will be followed by a discussion of the next steps and design completion schedule. Draft agendas will be provided prior to the meeting.

- A portion of this meeting will occur at the Project site and will include an alignment walk to simulate a construction bid environment, focusing on constructability, anticipated construction issues and questions, and construction risk-mitigation.

Deliverable: Draft agendas, meeting minutes, and decision logs

TASK 1.0 PRELIMINARY ENGINEERING

1.1 Data Collection and Review

- WSC will gather and review record maps of existing water and proposed District water facilities and maps. It is assumed that the District will provide digital copies of all available record drawings within the project area within one (1) week of contract execution.

1.2 County Encroachment Permit

- WSC will assist LOCSD in obtaining a County Encroachment Permit.
- WSC will prepare and submit up to (1) encroachment permit package with required supporting technical documentation based on the 90% Draft Final Design Submittal. WSC will provide one (1) set of comments and incorporate them into Final Design Submittal.
- LOCSD will negotiate specific terms and conditions of the permit and pay all permit fees.
- The contractor will prepare a Storm Water Pollution Prevention Plan (SWPPP) and traffic control plans to County standards as required by Contract Documents.

1.3 Utility Research

- WSC will use the utility list obtained from the Design DigAlert to contact agencies and utilities who may have facilities in the project area. WSC anticipates requesting plans from the following utility companies: Golden State Water Company; County of San Luis Obispo (SLO County) Sewer; Pacific Gas and Energy (PG&E); SoCal Gas; Charter Communication; and AT&T.

Deliverable: PDF copies of utility drawings received. PDF of correspondence with Utility Agencies.

1.4 Survey, Basemap Preparation, and Site Visit

- WSC's surveying subconsultant, MBS Land Surveys, will conduct survey control to establish horizontal and vertical control for Project area in conformance with SLO County standards (as applicable). MBS will also perform detailed ground topographic survey after LOCSD has marked out the existing waterline locations. The ground survey will be used to prepare project base maps which include the following components: 1-foot contours, roads, buildings, centerlines and right-of-way monuments, fences, power poles, trees, and other features according to standard practice.
- WSC will prepare a basemap using the survey data, record drawings obtained from utility companies, and aerial and street view imagery available in the public domain.
- WSC will conduct a site visit of the project area to verify the information depicted on the utility location maps and plans, where possible. Additional evidence of existing utilities or necessary corrections observed during the site visit will be field measured and the basemap will be updated to reflect the approximate locations.

Task 1.0 Assumptions: The geotechnical report prepared for the Los Osos Wastewater Collection System and Treatment Plant Project will be relied on and a separate geotechnical report will not be prepared for this project.

TASK 2.0 CONSTRUCTION DOCUMENTS

2.1 Pipeline Design

- WSC will prepare plans at scale of 1"= 20' horizontal and 1"= 4' vertical for approximately 2,330 LF of 8-inch pipeline.
- The plans will include the sheets shown in the preliminary sheet list below and will include the following elements: New pipelines will be located in street right of way; The alignment of the proposed pipelines dimensioned offset from relevant features (such as right-of-way) with coordinates tied to local control as appropriate; Connections to the existing system; Locations for shut-off valves, air and vacuum release valves, blow off valves or other relevant water system appurtenances; Pipe centerline stationing to identify the locations of pertinent features on the plan and profile view as well as to aid in collecting accurate as-built information during construction.

2.2 Specifications

- WSC will prepare Technical Specifications in 50 Division CSI format, including the bid schedule, measurement and payment provisions, Division 01 General specification and required technical specifications. The technical specifications will include the sections shown in the Specification Section List below. It is assumed that the District will prepare the Front End Documents for this project.

2.3 Opinion of Probable Construction Cost

- WSC will prepare and submit an opinion of probable construction cost with the 50%, 90%, and Final Design submittals. The estimates will be prepared to a Class 1 or 2 level estimate, depending on the deliverable, in accordance with AACE International standards.

2.4 50% Draft Design Submittal

- WSC will submit the 50% Draft Design Submittal (preliminary plan and profile, Survey Basemap, outline specifications, and 50% opinion of probable construction cost) for review. The preliminary drawings will include the proposed alignments for the new waterline, approximate locations for relevant water system appurtenances, as well as points of connection to the existing system and facilities to be abandoned, if any. WSC will conduct Meeting #1 - 50% Draft Design Review Meeting with District staff to discuss the Draft Design Submittal and receive comments. Design drawings and specifications will be revised according to District comments.

Deliverable: One (1) PDF submittal of 50% draft plans, specifications, and probable construction cost estimate. Two (2) full-size hardcopy of the plans and two (2) half-size hardcopy of the plans.

2.5 90% Draft Final Design Submittal

- WSC will submit the 90% Draft Final Design Submittal (drawings, specifications, and 90% opinion of probable construction cost) for review. WSC will conduct Meeting #2 - 90% Draft Final Meeting with District staff to discuss the 90% Draft Final Design Submittal and receive comments. Design drawings and specifications will be revised according to District comments. Assumes no major comments or requested changes related to alignment or overall design.

Deliverable: One (1) PDF submittal of 90% draft final plans, specifications, and probable construction cost estimate. Two (2) full-size hardcopy of the plans and two (2) half-size hardcopy of the plans.

2.6 Final Design Submittal

- WSC will submit the Final Design once the District approves the Draft Final Design. The Final Design will be submitted as one (1) set of stamped and signed 22"x 34" plans on bond paper, one complete stamped and signed specification book, and an electronic pdf version of the signed plans, specifications, and final opinion of probable construction cost. WSC will also provide a copy of the AutoCAD file for the Final Design Submittal (along with the ctb file) via Sharefile. The digital files will be delivered via email on the date shown on the schedule and the hard copy will be mailed to the District by the following business day.

Deliverable: One (1) PDF submittal of final plans, specifications, and probable construction cost estimate. Two (2) full-size hardcopy of the plans and two (2) half-size hardcopy of the plans.

Task 2.0 Assumptions: Plan sets will be on 22" x 34" paper, and the presentation and layout of the plans will consider the functionality of half-size (11" x 17") plans. All drawings shall be in native AutoCAD 2018 format and per WSC or District CAD standards. WSC understands that the scope of the project lies entirely within street right-of-way and existing Public Utility Easements and that no easement or property acquisition is required.

OPTIONAL TASK 1.0 POTHOLING

O1.1 Potholing

- WSC, in coordination with the District, will determine critical utility crossings and connection points that may require potholing and will work directly with our potholing subconsultant, MGE Underground, to perform the potholing if needed. It is anticipated the potholing contractor will utilize swing tie measurements to locate the pothole and record utility depths below ground surface. The locations will be incorporated into the final plan set.
- The potholing effort shown in the fee table is a daily rate including restoration of the potholes. The potholing will be performed by means of vacuum truck and potholes will be restored to County of San Luis Obispo standards. The effort includes WSC staff time to observe potholing and review the potholing report. The number of potholes which will be attempted per day are dependent on access and soil conditions (assumes between 5 to 8).

OPTIONAL TASK 2.0 BID PHASE SUPPORT

O2.1 Bid Phase Services

- WSC will attend one (1) pre-bid meeting along with the District and assist in providing an overview of the project and answering any field questions from potential bidders. WSC anticipates attendance of the Project Engineer for a one-hour meeting in person plus travel.
- WSC will receive questions from the District and prepare responses in the form of addenda. WSC's scope includes the preparation of two (2) addenda as part of the scope of work. WSC assumes that addenda distribution will be provided by the District.
- WSC will review and analyze bids for responsiveness. WSC will prepare an award recommendation letter to be included in the staff report for District Council approval.
- WSC will prepare a set of conformed construction documents, incorporating the changes made during the addenda phase. The conformed construction documents will be submitted as one (1) set of stamped and signed full size plans, a hardcopy of the conformed specifications and digital copies of both plans and specifications (PDF via email). WSC will also provide a copy of the AutoCAD file.

OPTIONAL TASK 3.0 CONSTRUCTION PHASE SUPPORT

O3.1 Office Engineering During Construction

- WSC will attend up to ten (10) meetings to discuss construction progress with the District and the Contractor. Meetings are assumed to be 1 hour each and will be attended by WSC's Project Engineer.
- WSC will receive, log, and review up to twenty (20) project submittals submitted by the Contractor. The submittal review effort assumes two (2) hours per submittal.
- WSC will receive, log, and respond to requests for information (RFI) submitted by the Contractor. Fee assumes up to eight (8) RFIs at four (4) hours each.
- WSC will review and provide initial acceptance or rejection of Contractor notices of change (NOC) requiring additional construction costs or delays to the construction schedule. (Fee assumes 2 change events).

OPTIONAL TASK 4.0 MONUMENT PRESERVATION SURVEY

O4.1 Locating and Setting New Monuments

- MBS will locate centerline monuments and set new reference monuments at the street intersections that may be lost or destroyed by construction. Monuments that have been located during the right-of-way survey that are destroyed during construction can be reestablished after construction.
- MBS surveying subconsultants will provide a Record of Survey map showing the state plane coordinates of the monuments found during the retracement.

ASSUMPTIONS

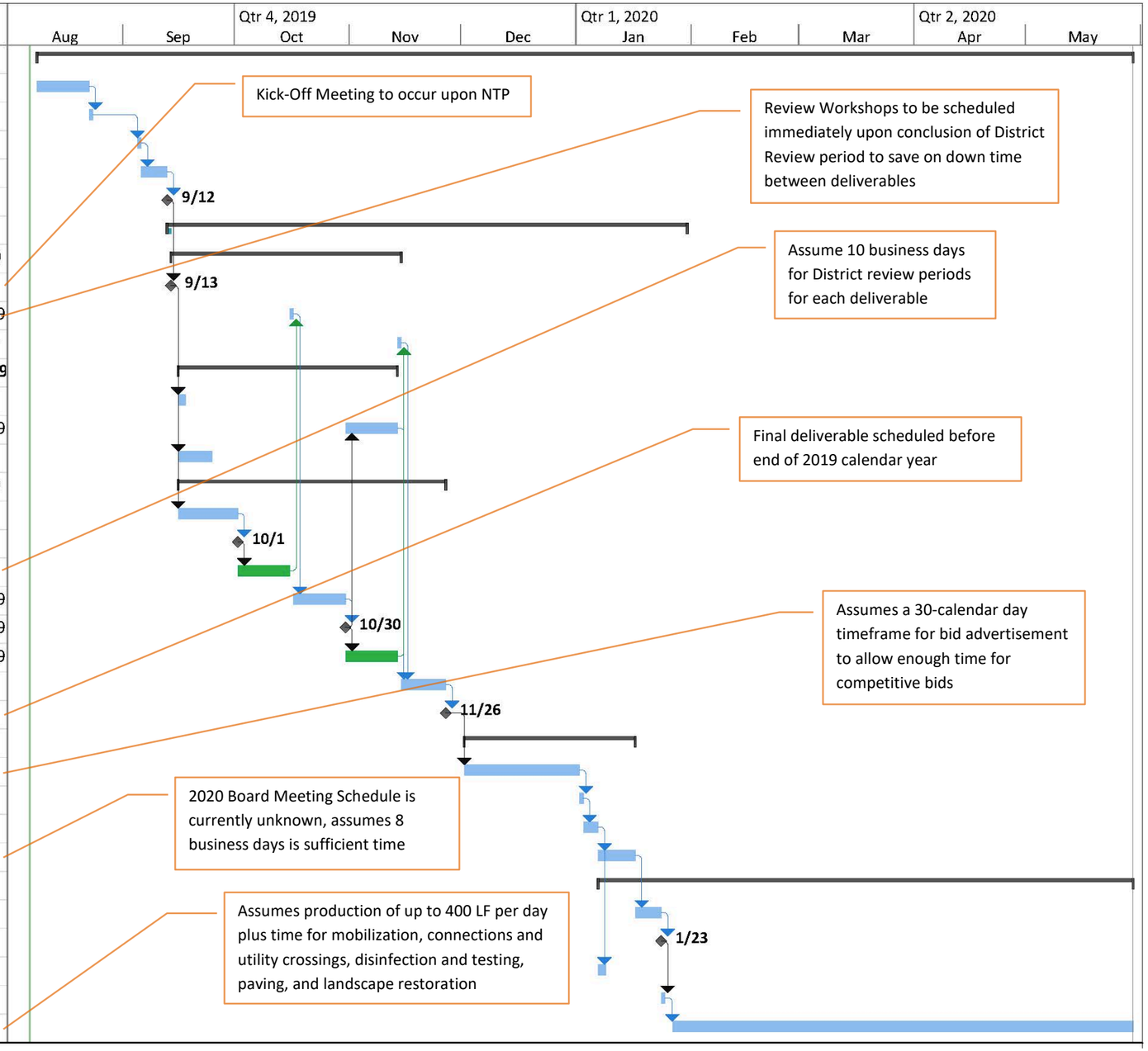
- WSC understands that any permit fees will be paid directly by LOCSD.
- LOCSD will provide construction observation. Construction management, inspection, and materials testing services are not included in this scope.
- A total of 11 drawings are anticipated for the plans including civil plan and profile, notes, and details sheets. A drawing list will be provided upon negotiation of the contract.
- LOCSD will advertise project for bidding and provide contract documents for bidder purchase.
- Conformed documents will be issued electronically, with Contractor responsible for any printing costs incurred.
- Site visits during construction, inspection, and materials testing are not included.

Contract Exceptions

WSC has reviewed the Agreement for Services provided with the RFP and respectfully requests LOCSD consider the requested revisions in Appendix B.

Schedule

ID	Task Name	Duration	Start	Finish
1	**South Bay Well to Main Zone Transmission Pipeline F**	**211 days**	**Fri 8/9/19**	**Fri 5/29/20**
2	District Review of Proposals	10 days	Fri 8/9/19	Thu 8/22/19
3	District Recommendation of Selected Firm	1 day	Fri 8/23/19	Fri 8/23/19
4	Board Meeting to Award Contract	1 day	Thu 9/5/19	Thu 9/5/19
5	Contract Negotiation	5 days	Fri 9/6/19	Thu 9/12/19
6	Notice to Proceed	0 days	Thu 9/12/19	Thu 9/12/19
7	**Project Management**	**100 days**	**Fri 9/13/19**	**Thu 1/30/20**
9	**Meetings and Coordination**	**44 days**	**Fri 9/13/19**	**Thu 11/14/19**
10	Kick-off Meeting	0 days	Fri 9/13/19	Fri 9/13/19
11	Draft Design Review Workshop (50%)	1 day	Wed 10/16/19	Wed 10/16/19
12	Draft-Final Design Review Workshop (90%)	1 day	Thu 11/14/19	Thu 11/14/19
13	**Preliminary Engineering**	**43 days**	**Mon 9/16/19**	**Wed 11/13/19**
14	Data Collection, Utility, and Record Drawing Revi	2 days	Mon 9/16/19	Tue 9/17/19
15	County Encroachment Permit Coordination	10 days	Thu 10/31/19	Wed 11/13/19
16	Utility Research	7 days	Mon 9/16/19	Tue 9/24/19
17	**Prepare Construction Documents**	**52 days**	**Mon 9/16/19**	**Tue 11/26/19**
18	Prepare Draft (50%) Design Submittal	12 days	Mon 9/16/19	Tue 10/1/19
19	Submit Draft (50%) Design	0 days	Tue 10/1/19	Tue 10/1/19
20	District Review of Draft Design	10 days	Wed 10/2/19	Tue 10/15/19
21	Prepare Draft-Final (90%) Design Submittal	10 days	Thu 10/17/19	Wed 10/30/19
22	Submit Draft-Final (90%) Design	0 days	Wed 10/30/19	Wed 10/30/19
23	District Review of Draft-Final Design Submittal	10 days	Thu 10/31/19	Wed 11/13/19
24	Prepare Final (100%) Design Submittal	8 days	Fri 11/15/19	Tue 11/26/19
25	Submit Final (100%) Design	0 days	Tue 11/26/19	Tue 11/26/19
26	**Bid Phase Services**	**34 days**	**Mon 12/2/19**	**Thu 1/16/20**
27	Bid Advertisement	23 days	Mon 12/2/19	Wed 1/1/20
28	Bid Opening	1 day	Thu 1/2/20	Thu 1/2/20
29	Bid Review and Selection Recommendation	2 days	Fri 1/3/20	Mon 1/6/20
30	Board Approval	8 days	Tue 1/7/20	Thu 1/16/20
31	**Construction Phase**	**104 days**	**Tue 1/7/20**	**Fri 5/29/20**
32	Contract Negotiation	5 days	Fri 1/17/20	Thu 1/23/20
33	Notice to Proceed	0 days	Thu 1/23/20	Thu 1/23/20
34	Conformed Set Drawings Preparation	2 days	Tue 1/7/20	Wed 1/8/20
35	Pre-Construction Conference	1 day	Fri 1/24/20	Fri 1/24/20
36	Construction of Pipeline (Assumed at 90 days)	90 days	Mon 1/27/20	Fri 5/29/20



Appendix A. Resumes

Michael Goymerac, PE

Education
BS, Environmental Engineering, California Polytechnic University, San Luis Obispo, CA

Professional Registrations
Professional Engineer - Civil, California, No. 84894

Construction Quality Management, USACE

40-hr HAZWOPER Certified, OSHA

8-hr HAZWOPER Supervisor, OSHA

First Aid and CPR certified

Professional Experience

Mr. Goymerac is a Professional Engineer with more than six years of combined experience in the water and wastewater infrastructure and environmental remediation fields. His experience includes design and construction of existing pipeline rehabilitation, new pipelines, water system automation retrofits, production groundwater wells, pump stations, recycled water system retrofits and permitting, solid dewatering systems, and reverse osmosis systems. He also has experience in project management, hydraulic modeling, authoring grant applications, storm water resource plans, and regional water management plans. His previous work experience in the environmental remediation field included: construction management and quality control oversight, site grading and drainage design, geotechnical and environmental field investigations, remediation equipment operation and maintenance, report preparation and review, ordnance removal, shoreline armoring, and thermal remediation.

Representative Projects

Main West Tank Project, City of Paso Robles, Paso Robles, California. Project Manager. Prepared the design and construction documents for a new 4 million gallon partially buried pre-stressed concrete tank on the site of an existing reservoir which has reached the end of its useful life. The project includes approximately 2,200 LF of pipeline ranging in diameter from 4-to 18-inches. The $7.5 million project has been a long-planned and essential component of the City's efforts to advance the overall performance, reliability, and usefulness of its water system. The project is currently under construction and will allow the City to address aging infrastructure, improve water system hydraulics, and enhance the seismic safety of the water distribution system. Mr. Goymerac assisted with preparation of design drawings and contract specifications for critical demolition, grading, tank underdrain system, water conveyance, tie-ins to existing infrastructure and emergency overflow and drainage systems. He coordinated closely with various subconsultants and disciplines including CEQA evaluation, structural design, electrical and instrumentation components, and geotechnical evaluation of the site. Mr. Goymerac has continued supporting the project during the construction phase by providing engineering services such as attendance at regular progress meeting, review of RFIs and submittals, change order management, and other services.

Conejo Creek Waterline Replacement, City of Thousand Oaks, Thousand Oaks, CA. Project Manager. Developed plans and specifications for the City of Thousand Oaks' first potable water cured-in-place pipeline (CIPP) rehabilitation project. A large portion of the rehabilitated pipeline is located within the Conejo Creek North Park. The project includes rehabilitation of nearly 800 LF of existing welded steel pipe with CIPP and replacement of over 500 LF of pipeline with new 12-inch C900 PVC pipe. The use of CIPP in this segment of the City's potable water infrastructure provides a unique solution to a site with unique land use and physical constraints. The site limitations for using standard open cut excavation and pipeline replacement included a difficult to access residential side yard easement, difficult to navigate vertical elevation changes, and 150 feet of Caltrans right of way which would require additional permitting. Much of these constraints were mitigated using CIPP which allows for less disruption to the surrounding residential community and public park.

Water System Improvements Project, Big Bear Lake Department of Water and Power, Big Bear Lake, CA. QA/QC. Reviewed plans and specificaitons as part of the first year of a four-year water main replacement program that includes 65,000 LF of water main, mostly 8-inches in diameter. The pipeline replacement program is funded by $15 million in low interest loans from the USDA Rural Development Program Grant/Loan Program.

Water System Improvements, San Lorenzo Valley Water District, Santa Cruz County, California. Project Engineer. Prepared design and construction documents for several small water system improvement projects. On project included design of over 400 feet of recently damaged pipeline within the Highway 9 right of way. The project included close coordination with Cal Trans and the District. Other water system improvement projects included preparation of construction documents related to replacement of pressure reducing valves throughout the District's Lompico Distribution System. The project included development of a standard detail for the district and technical specifications related to the performance and procurement of the valves.

Phase III Valve and Pipeline Replacement Project, San Jose State University, San Jose, California. Engineer of Record. Design and preparation of contract documents for over 1,100 feet of pipeline and thirteen valve sites across the public university campus. Assisted University during bidding and contracting phase and engineering services during construction where he acted as the point of contact for the client reviewing RFIs, submittals, and unforeseen field issues. The project was completed on time with minimal contract change orders.

Dominguez 232 Pump Station Upgrade, California Water Service, Torrance, California. Construction Manager. Provided construction management as the client's onsite project representative for the construction of a new $1.4 million booster pump station for which WSC prepared design plans and specifications. The Project included the replacement of aging and capacity deficient infrastructure with four 2,500 gpm vertical turbine pumps and new site piping. The Project was designed to keep the existing booster station operational during construction. Mr. Goymerac provided onsite reporting and documentation of progress, provided document control, conducted regular progress meetings, tracked and resolved outstanding deficiencies, coordinated shutdown and service disruptions, insured compliance with Contract Documents and City of Torrance permit requirements, and general inspection.

Medio Creek Emergency Pump Station, Granada Community Services District, Half Moon Bay, California. Engineer of Record. Mr. Goymerac acted as the assisted the District Engineer in design and permitting of a small emergency pump station and sewer force main. The original gravity sewer pipeline attached to the side of a bridge traversing Medio Creek was badly damaged during flooding when a section of the abutment dislodged and deflected the pipe at one of the joints. Mr. Goymerac designed a small 2 hp pump station to be inserted into a nearby sewer manhole and a new 3-inch force main line to replace the damaged gravity line. He worked closely with the District Engineer, local permitting agencies, stakeholders, and the Contractor.

Joshua H. Reynolds, MS, PE

Education
MS, Civil and Environmental Engineering, California Polytechnic University, San Luis Obispo, CA

BS, Civil Engineering, California Polytechnic University, San Luis Obispo, CA

Professional Registrations
Professional Engineer - Civil, California, No. C65400

Professional Engineer – Civil, Oregon, No. 92927

Professional Engineer – Civil, Washington, No. 57917

Professional Affiliations
American Society of Civil Engineers, Member

Professional Experience

Mr. Reynolds has nearly 20 years of experience in pipeline design, hydraulic analysis, pump station design and analysis, construction administration, city engineering, and water and sewer master planning. His experience allows him to identify and analyze initial project concepts, prepare construction documents, and monitor construction of the project through project completion.

Representative Projects

Main West Tank Replacement, City of Paso Robles, Paso Robles, California. Principal in Charge and QA/QC. Oversaw preparation of design and construction documents for a new 4 million gallon partially buried pre-stressed concrete tank on the site of an existing reservoir which has reached the end of its useful life. The project includes approximately 2,200 LF of pipeline ranging in diameter from 4-to 18-inches. The $7.5 million project has been a long-planned and essential component of the City's efforts to advance the overall performance, reliability, and usefulness of its water system. Once constructed, the project will allow the City to address aging infrastructure, improve water system hydraulics, and enhance the seismic safety of the water distribution system. Assisted with preparation of design drawings and contract specifications for critical demolition, grading, tank underdrain system, water conveyance, tie-ins to existing infrastructure and emergency overflow and drainage systems. Coordinated closely with various subconsultants and disciplines including CEQA evaluation, structural design, electrical and instrumentation components, and geotechnical evaluation of the site.

City of Paso Robles, Final Design of Sewer Extensions to the Airport Area, Paso Robles, CA. Project Manager. Working on final designs for the expansion of recycled water, wastewater, and potable water services in the area around the Paso Robles Airport. WSC is working on the design of approximately 8,190 LF of 8-, 10-, and 12-inch PVC SDR 35 gravity sewer main, 3,500 LF of 6-inch PVC DR-14 sewer forcemain, 4,800 LF of 16-inch ductile iron recycled water main, and 7,650 LF of 16-inch ductile iron and 12-inch PVC C900 water main. This project also includes the design of a new duplex submersible pump lift station with 20 hp pumps operating at 275 gpm each to replace the existing Lift Station.

Water System Improvements Project, Big Bear Lake Department of Water and Power, Big Bear Lake, CA. Principal Engineer. Reviewed plans and specificaitons as part of design and construction management services to Big Bear Lake Department of Water and Power since 2011. During that time, WSC has designed or managed the construction of more than 36,000 LF of 8-to 12-inch water main. WSC is currently in the first year of a four-year water main replacement program that includes an additional 65,000 LF of water main. WSC has also provided design services for the Division, Sawmill, and Arrastre Creek wells, and construction management services for the drilling of two wells and the equipping of five wells. WSC assisted with acquiring more than $30 million in grants and low interest loans for BBLDWP, including $15 million in low interest loans from the USDA Rural Development Program Grant/Loan Program for the 2018 Pipeline Replacement Project.

San Miguel Community Services District, River Road Bridge Waterline Crossing, San Miguel, CA. Project Engineer. Designed and prepared construction documents for a 2,100 LF waterline crossing the 1,100 LF River Road Bridge. The pipeline is comprised of 8-inch PVC and 12-inch ductile iron pipe. The project replaced the 8-inch line crossing the old bridge, which is slated for demolition by the County, and realigned the pipeline within the approach and departure roadway to accommodate future utility expansion.

Multiple Waterline Replacement Projects, Park Water Company, Compton, CA.Senior Project Engineer. WSC design plans prepared for 4,200 LF 12-inch pipeline and 7,600 LF 8-inch pipeline and is preparing design plans for 5,600 LF 8-inch pipeline and 2,520 LF 12-inch pipeline as well as assisting in preparing design plans for 2,455 LF of 8-inch and 2,955 LF of 12-in pipeline. All pipelines are or will be located in street right-of-way and will replace nearly 2,500 LF of existing water mains that are aging, leaking, and difficult to access due to their location in inaccessible backyard easements.

Conejo Creek Waterline Replacement, City of Thousand Oaks, Thousand Oaks, CA. Principal in Charge. Developed plans and specifications for the City of Thousand Oaks' first potable water cured-in-place pipeline (CIPP) rehabilitation project. A large portion of the rehabilitated pipeline is located within the Conejo Creek North Park. The project includes rehabilitation of nearly 1,230 LF of existing welded steel pipe with CIPP and replacement of over 100 LF of pipeline with new 12-inch concrete mortar lined and coated welded steel pipe. The use of CIPP in this segment of the City's potable water infrastructure provides a unique solution to a site with unique land use and physical constraints. The site limitations for using standard open cut excavation and pipeline replacement included a difficult to access residential side yard easement, difficult to navigate vertical elevation changes, and 150 feet of Caltrans right of way which would require additional permitting. Much of these constraints were mitigated using CIPP which allows for less disruption to the surrounding residential community and public park.

Waterline Intertie Project, Nipomo Community Services District, Nipomo, CA. Project Engineer. Prepared plans and specifications for design of water transmission, metering, pumping, and treatment facilities to deliver supplemental water from the City of Santa Maria to the Nipomo CSD. Project components included design of 15,800 LF of 12-inch diameter PVC transmission main; 1,150 LF of 24-inch diameter ductile iron pipe main with 40-ft of cover; 5,100 LF of 18-inch ductile iron pipe transmission main; 2,650 LF of 30-inch diameter HDD under the Santa Maria River and up onto the Nipomo Mesa; 200 LF of 36-inch diameter jack and bore under the levee of the Santa Maria River; 200 LF of 28-inch diameter jack and bore under Highway 101; 175 LF of 36-inch diameter jack and bore under the Blosser Ditch; magnetic flow metering and flow control station; five pressure reduction valve stations in Nipomo to create a new pressure zone; 500,000-gallon buried concrete reservoir; transmission pump station with four 100-hp vertical turbine pumps; four well head chloramination systems; and a chloramine monitoring and boosting station.

City of Pismo Beach, Hollister Avenue Upgrades, Pismo Beach, CA. Project Manager/ Engineer. Prepared plans, specifications and cost opinions for 500 LF of 8-inch water main as well as rehabilitation of the existing pavement, and curb, gutter and sidewalk upgrades.

McDonalds Corporation, Five Cities Drive Waterline Relocation, City of Pismo Beach, CA. Project Manager/Project Engineer. Designed and prepared construction documents for a 450 LF of 12-inch PVC waterline relocation. The project re-aligned and upgraded the existing 8-inch pipeline to 12-inch as recommended in the City of Pismo Beach Water Master Plan, and moved the pipeline off the proposed McDonald's site. Project included construction observation and record drawing preparation.

Dominguez 232 Pump Station Upgrade, California Water Service, Torrance, CA. Technical Advisor/Principal in Charge. Provided QA/QC support for the WSC team that prepared design plans and specifications for the replacement of the Zone 1 booster station. The Project included the replacement of aging and capacity deficient infrastructure with four 2,500 gpm vertical turbine pumps and new site piping. The Project was designed to keep the existing booster station operational during construction.

Daniel Eric Heimel, MS, PE

Education
MS, Civil and Environmental Engineering, Cal Poly San Luis Obispo

BS, Environmental Science, California State University Chico

Professional Registrations
Professional Engineer – Civil, California, No. C80762

Operator Certifications
SWRCB Registered D4 Operator #28472

SWRCB Registered T2 Operator #26014

Professional Affiliations
American Water Works Association, Member

Air & Waste Management Association, Member

Professional Experience

Mr. Heimel has over thirteen years of engineering and operations experience in the water and wastewater industry. He has worked for two public water utilities in an operations capacity, making him knowledgeable of the day-to-day operations that keep water supply, water treatment, and water distribution facilities functioning. His experience includes project and program management, hydraulic modeling, GIS implementation, water quality and drinking water utility regulatory compliance, sampling plan development and implementation, recycled water implementation, pilot studies, water quality and water supply watershed monitoring, groundwater recharge facility operations, and water quality data analysis.

Representative Projects

County of San Luis Obispo, Chorro Valley Pipeline Model Development. Project Engineer. Developed a GIS based hydraulic model for the Chorro Valley Pipeline using information obtained from construction drawings, technical memorandums, and field interviews. Coordinated a pipeline flow test, along the twelve mile long pipeline, to determine operating pressures at varied flow rates. Calibrated the model using historical SCADA data and flow test hydraulic grade line data. Developed a technical memoradum that was used to resolve an observed hydraulic anomaly within the Chorro Valley Pipeline.

County of San Luis Obispo, Coastal Branch Capacity Assessment. Project Engineer. Performed a capacity analysis on the Coastal Branch pipeline to determine the potential for additional State Water Project deliveries to the Central Coast. Coordinated a Scenario Development Workshop for SWP contractors to determine the specific modeling scenarios to be used in the capacity assessment. Oversaw monthly progress report meetings with the County of San Luis Obispo and the Central Coast Water Authority. Analyzed numerous demand/deliver scenarios to determine the pipeline's maximum capacity.

Northern Cities Management Area Technical Group, Lopez Pipeline Capacity Assessment. Project Engineer. Created and calibrated a GIS based hydraulic model of the Lopez pipeline to analyze the available capacity of the pipeline to deliver additional State Water Project (SWP) deliveries to the Northern Cities. Evaluated numerous delivery scenarios to determine the maximum delivery potential under exising conditions and potential deliveries with infrastructure improvements. Developed delivery schedules for future SWP deliveries based on historical demand data and pipeline capacity results.

City of Pismo Beach, Central Coast Blue, Pismo Beach, CA. Program Manager. Providing Program Management, Preliminary Design, Funding, and Environmental Document Support services for the Indirect Potable Reuse project that will recover secondary effluent from the City of Pismo Beach and the South San Luis Obispo County Sanitation District's wastewater treatment plants, a resource currently discharged to the Pacific Ocean. The advanced treatment facility will use microfiltration or ultrafiltration, reverse osmosis, and ultraviolet radiation and advanced oxidation process before being injected into the Santa Maria Groundwater Basin to supplement groundwater supplies and protect the basin from seawater intrusion. Construction is expected to begin in 2019.

Alameda County Water District, GIS Upgrade of Water Quality Mapping Tools. Project Engineer. Performed a complete upgrade of Alameda County Water District's GIS water quality mapping tools. Converted all program files from MapInfo 6.5 to ArcGIS 8.2 to improve efficiency and quality of the visual data presentation.

Apple Valley Ranchos Water Company, North Apple Valley Water System Improvement Plan. Project Engineer. Evaluated the capability and reliability of AVRWC's Bell Mountain and Stoddard Pressure Zones in north Apple Valley, which currently have low customer demands and high fire flow requirements. Spatially allocated existing demands, performed hydraulic analysis of the existing system using AVRWC's hydraulic model in InfoWater, evaluated multiple system level alternatives for each pressure zone, including changing the HGL; and developed a CIP to improve the existing system. Recommended revised pressure zone boundaries and performed a preliminary parcel screening to identify potential tank and booster stations sites needed to serve the study area as demands increase.

City of Arroyo Grande, Water System Master Plan Update. Project Engineer. Updated water system GIS mapping using record drawings and information provided by City staff. Created a WaterGEMS hydraulic model for the water distribution system from updated GIS mapping. Utilized customer record data to spatially allocate water demands and develop updated land use water demand factors. Utilized the GIS tools and the hydraulic model to perform a condition based assessment of the City's water mains. Developed a comprehensive 20 year CIP plan to guide the City's infrastructure projects.

City of Santa Maria, 2012 Utilities Master Plan Update-Water. Project Engineer. Developed spatially allocated demands for current and future demands through buildout using GIS for incorporation into a hydraulic model. Calculated land use demand factors based on current development and projected future demands based on zoning. Created and calibrated the water system hydraulic model in InfoWater. Utilized the water model to perform a capacity assessment and develop an updated prioritized CIP to meet present, 5-year, 10-year, and buildout conditions.

City of Arroyo Grande, Reservoir 5 Tank Mixing Evaluation. Project Engineer. Developed a sampling plan and performed a tank mixing and water quality evaluation on Reservoir 5 to aid the City of Arroyo Grande in mitigating nitrification and improving water quality in their distribution system. Compiled and reviewed water temperature and water quality data from a pilot test of two tank mixers installed to enhance tank mixing and limit nitrification. Developed recommendations for the City to mitigate future nitrification events, including tank cleaning, active tank mixing, supplemental disinfection and chemical feed control. Prepared a Technical Memorandum documenting the pilot study, observed results and recommendations for future action.

California American Water, Cr(VI) Treatment and Blending Evaluation. Project Engineer. Evaluated treatment and blending alternatives to assist California American Water in complying with the proposed Cr(VI) MCL. Identified 15 wells which had Cr(VI) levels approaching or exceeding the proposed, for a total combined production capacity of over 11,000 gpm. Developed a cost model that allowed for efficient evaluation of each of the following options for mitigating high Cr(VI) levels in CAW's wells: Onsite Treatment; Decentralized Treatment Blending; and Large Centralized Treatment. Evaluated each of the wells using the identified mitigation techniques, as appropriate. Combined the individual well mitigation alternatives in different combinations to develop a series of system scenarios for each of CAW's impacted water systems. Compared the Capital, O&M, and 20-Year Net Present Value cost estimates for each of the system scenarios identify the most cost efficient scenario for each of CAW's systems.

Heather Freed, PE, MS

Education
MS, Civil and Environmental Engineering, Cal Poly, San Luis Obispo

BS, Environmental Engineering, Cal Poly, San Luis Obispo

Professional Registrations
PE – Civil, CA, No. 89406

Professional Experience

Ms. Freed is a Professional Engineer with experience in water and wastewater treatment and distribution systems. She has experience evaluating various hydraulic measures including headloss through pipes, hydraulic jumps, and groundwater pumping. Her knowledge also includes groundwater contamination, water chemistry and water quality measurements, physio-chemical and biological water and wastewater treatment, and climate change and energy intensity analysis.

Representative Projects

Main West Tank, City of Paso Robles, Paso Robles, CA. Engineering Support. Provided hydraulic modeling of the tank connection as part of the design of a new 4 MG partially buried pre-stressed concrete tank on the site of an existing 4 MG reservoir which has reached the end of its useful life. The project includes approximately 2,200 LF of pipeline ranging in diameter from 4-to 18-inches. The project has been a long-planned and essential component of the City's efforts to advance the overall performance, reliability, and usefulness of its water system. Once complete, the project will allow the City to address aging infrastructure, improve water system hydraulics, and enhance the seismic safety of the distribution system.

Hillcrest Drive Waterline Design and Water Modeling, City of Paso Robles, Paso Robles, CA. Engineering Support. Project includes the design and replacement of 700 LF of existing 4-inch asbestos cement (AC) water mains with new 8-inch PVC pipe along Hillcrest Drive. Conducted a fireflow analysis for the 12th St. Zone with pipeline upgrades on and around Hillcrest Drive. Evaluated multiple scenarios to omptimize the fire flow at buildout and maximum daily demand water use in the 12th St. Zone for the lowest cost. Prepared cost calculations and a technical report with the findings.

City of Pismo Beach, 2015 Water Master Plan Update, Pismo Beach, CA. Staff Engineer. Performing an update of the City of Pismo Beach 2004 Water Master Plan. Creating and calibrating an all-pipes, spatially allocated demand hydraulic model of the City's water distribution system using Bentley's WaterGEMS software. Utilizing the hydraulic model to evaluate capacity limitations for current and future buildout scenarios and opportunities to optimize operations. Developing condition based-replacement plans for aging infrastructure and an updated CIP project list to prepare the City for budget planning.

Water System Hydraulic Model, Casitas Municipal Water District, Ventura, CA. Hydraulic Modeling Lead. Developing and calibrating a hydraulic model of the Casitas Water System and incorporating it into the existing Ojai Water System hydraulic model. Evaluating consumption and production data to determine spatial demand scenarios and evaluate the capacity distribution system.

2018 Comprehensive Planning Study and Condition Based Assessment, California American Water, Monterey District, Monterey County, CA. Engineering Support. Updating the California American Water Monterey County water distribution system Comprehensive Planning Study. Building calibrating a hydraulic model with over 600 miles of pipelines and 50 pressure zones to evaluate system capacity and operations. Evaluating system condition based on asset data and site inspection reports. Developing a comprehensive CIP list for future rate studies.

Christopher J. Durbin

Education
Palomar Community College,
San Marcos, CA

Professional Experience

Mr. Durbin is a CADD operator with over 10 years of experience as a civil drafter. With the use of Autodesk Civil 3D software, he has assisted in the plan preparation of numerous water, sewer, reclaimed water, and treatment plant projects. Included in these projects are pipeline plans and profiles, pump stations, and associated civil and mechanical details.

Representative Projects

Pipelines – Water, Sewer, and Recycled Water

Main West Tank And Airport Area Utilities Extension Projects, City of Paso Robles, Paso Robles, California

Water Systems Improvement Projects, Big Bear Lake Department of Water and Power, Big Bear Lake, CA

Conejo Creek Waterline Replacement, City of Thousand Oaks, CA

Dana Point Town Center Infrastructure Improvements, South Coast Water District, Dana Point, California

Coastal Treatment Plant Export Sludge Forcemain, South Orange County Water District, Dana Point, California

Fiscal Year 2012–2013 Sewer Lining and Repair, City of South Pasadena, California

Recycled Water Conversion Projects, City of San Juan Capistrano, California

6-19 Southwest Costa Mesa Trunk Sewer, Orange County Sanitation District, Costa Mesa, California

Spring Valley Outfall Sewer, County of San Diego, California

La Serranos and La Hermosa Sewer Rehabilitation, Moulton Niguel Water District, Laguna Niguel, California

Trunk D Sewer Replacement, County of San Diego, California

Oak Knoll Sewer Siphon Structure Project, City of Poway, California

Inland Empire Brineline Reach V Rehabilitation and Improvement Project, Santa Ana Watershed Project Authority, City of Corona to City of Lake Elsinore, California

Water Valve Replacement Project, San Dieguito Water District, Encinitas, California

Oro Grande Pipeline, Victor Valley Wastewater Reclamation Authority, Victor Valley, California

Ossum Wash Interceptor, Victor Valley Wastewater Reclamation Authority, Victor Valley, California

84-inch Plant No. 2 Primary Influent Line, Orange County Sanitation District, Huntington Beach, California

R E S U M E

J RANDAL ELLISON, PLS (Randy Ellison)
Professional Land Surveyor – Project Manager, Mapping

29 years of Experience

EDUCATION
Bachelor of Science, 1975, Computer Science, California Polytechnic State University, San Luis Obispo

REGISTRATIONS AND LICENSES
1994, Land Surveyor, CA LS7065, 2001, Private Pilot, 2005, Instrument Rated Private Pilot
Affiliations: California Land Surveyors Association, Central Coast Chapter, Past State Representative

EXPERIENCE:
MBS Land Surveys (Project Manager) Randy manages the boundary and subdivision mapping division at MBS Land Surveys. This includes preparation of Corner Records, Record of Survey, Parcel Maps, Tract Maps and Legal Descriptions. Randy also has a degree in computer science and also acts as IT manager for the firm.

Above Grade Engineering (Project Manager) Randy managed boundary and subdivision mapping. This included preparation of Corner Records, Record of Survey, Parcel Maps, Tract Maps and Legal Descriptions.

RRM Design Group (Survey Dept. Manager) Randy managed boundary and subdivision mapping. This included preparation of Corner Records, Record of Survey, Parcel Maps, Tract Maps and Legal Descriptions.

PROJECT ROLE: Survey Coordinator preparing legal descriptions and parcel map data

BIO:
Randy has put his Bachelor's Degree in Computer Science to good use during his 28 years' experience in land surveying. Technology keeps advancing in the profession of land surveying and Randy keeps up with it and uses it in both the field and the office. He is always looking for ways technology can help in getting a job done better and quicker. He is well versed in writing and interpreting legal descriptions, boundary resolution, construction staking, and mapping. He is also a past president of the local chapter of the California Land Surveyor's Association and past representative to the State Board of the Association as well as a member of Mensa.

STRENGTHS:
- Writing and Interpreting Property Legal Descriptions
- Parcel Map preparation, Tract Map preparation
- Title and Easements
- Boundary Determination
- Topographic Mapping
- Property Surveys and Mapping

Tim Vance
Project Manager

Firm
- MGE Underground

Areas of Expertise
- Project Management
- Safety/BBS (Behavior Based Safety).
- Lean six sigma

Years of Experience
- -- 15
- -- Recently Hired
- -- 5 years TKV Consulting

Licensing
- N/A

Certifications
- N/A

Education
- Bachelor of Science/ CSUB
(California State University Bakersfield).

Professional Development
- CANI (Constant and Never-Ending Improvement).
- OELS (Operational Excellence Leadership and Safety).

Affiliations
- N/A

Awards

N/A

References
- Chris Burtness
  cburtness@mgeunderground.com
  1-805-680-0333
- Matt Cruzat
  mcruzat@mgeunderground.com
  1-805-434-8627
- Joel Tremblay
  jtremblay@chevron.com
  1-713-562-3371

Introduction:

ILI Investigations, PG&E, CA. *Project Manager.*

At the discretion and appointment of PG&E to lead a team to evaluate underground Gas assets to and including new installation and maintenance.

- Staff responsibilities included knowledge and capability to safely expose assets and perform a variety of Non-Destructive Testing to ensure the asset are in safe operational working order.

SEC13 Hold the Leas, Chevron Corporation, CA. Field Engineer/ Project Manager

To coordinate and implement resources to complete the new construction of assets for lease stability.

- Staff would include but not be limited to site preparation, safety compliance, plan development, execution, asset reviews, execution and systems completion.

POP Lean Process, TKV Consulting. *Field Engineer/ lean coordinator.*

Collaboration effort to safely minimize Put on Production times for oil and gas assets within a field. Using a DMIAC methods to safely lean processes and realize overall cost savings within individual projects

- Team of Subject Matter Experts to evaluate construction crews means and methods and develop processes to minimize safety concerns as well as increase productivity.

Appendix B. Requested Revisions to the Agreement for Services

Attachment B: Professional Services Agreement

1.03 Standard of Performance: Consultant's services shall be performed ~~in accordance with generally accepted professional practices and principles and~~ in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same or similar locality (the "Standard of Care"). Whenever the scope of work requires or permits approval by the LOCSD, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant or its subcontractors. By delivery of completed work, Consultant ~~certifies~~ represents that the work conforms to the requirements of this contract and all applicable federal, state and local laws, in accordance with the Standard of Care. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

2.01 Contract Management and Service Performance: Consultant Principal shall serve as the project manager and will personally prepare, or direct and supervise the preparation of, all work product called for by this agreement. Consultant represents that it has the qualifications, experience and facilities to properly perform all services hereunder in ~~a thorough, competent, timely, and professional manner~~accordance with the Standard of Care and shall, at all times during the term of this Agreement, have in full force and affect all licenses required of it by law. Consultant agrees to devote the hours and the human resources necessary to timely perform the services set forth in this agreement in an efficient, professional, and effective manner, consistent with the Standard of Care.

2.05 Indemnification: Design Professional: (a) To the fullest extent permitted by law, the Design Professional shall indemnify (but, for claims alleging professional liability, shall not defend) the LOCSD, and its elected officials, officers, and employees from and against all third party tort claims ("Claims") and the liabilities arising out of such Claims ~~that arise out of, pertain to, or relate toto the extent caused by the negligence, recklessness~~ negligent acts, errors or omissions, or willful misconduct of the Design Professional, or its employees, agents, or subcontractors. Liabilities to the extent caused by the Design Professional and subject to the obligation to indemnify include all claims, losses, damages, defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Design Professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Design Professional's duty to indemnify. Design Professional shall be obligated to defend, with the exception of claims related to professional liability which the duty to defend shall not apply to, in all legal, equitable, administrative, or special proceedings, with counsel approved by the LOCSD, the LOCSD and its elected officials, officers, and employees, immediately upon tender to Design Professional of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Design Professional are responsible for the claim does not relieve Design Professional from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Design Professional asserts that liability is caused ~~in whole or~~

~~in part~~ by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Design Professional may submit a claim to the LOCSD for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

5.02 Time Schedule: Consultant is to begin work upon receipt and execution of LOCSD contract. It is contemplated that most of the services hereunder, including but not limited to preparation, public and agency review, and submission of the draft (e.g.: environmental document) to the e.g. LOCSD Planning Commission, Parks & Recreation Commission), and LOCSD Board of Directors for certification, will be completed on or before _____, 20 . **TIME IS OF ~~THE ESSENCE~~CARDINAL IMPORTANCE TO~~OF~~ THIS CONTRACT**. Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in Exhibit A and incorporated herein.

6.06 Ownership of Work Product: Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the LOCSD, provided Consultant has been paid all outstanding invoices owing under this Agreement. Consultant agrees that all copyrights, which arise from creation of the work pursuant to this contract, shall be vested in the LOCSD and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the LOCSD, upon payment of all invoices owing to Consultant under this Agreement. LOCSD acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

6.10. Attorney Fees: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach hereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees. **Prevailing party** is the party who recovers at least 67% of its total claims in the action or who is required to pay no more than 32% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

6.18. Limitation of Liability: To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants, to LOCSD, and anyone claiming through or under LOCSD, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or $100,000, whichever is greater.

6.19. Mutual Waiver of Consequential Damages: LOCSD and Consultant waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

Attachment C: Insurance Requirements

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence/$2,000,000 aggregate.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to LOCSD for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of LOCSD following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence and aggregate.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and LOCSD agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds LOCSD, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992, or Carrier's equivalent. Consultant also agrees to require all contractors, and subcontractors to do likewise.

6. All coverage types and limits required are subject to reasonable approval, modification and additional requirements by the LOCSD, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect LOCSD's protection without LOCSD's prior written consent.

10. Consultant agrees to ~~ensure~~ require that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor ~~and review all such~~ coverage ~~and assumes all responsibility for ensuring that such coverage is provided in~~ for conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to LOCSD for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein with the exception of Professional Liability and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to LOCSD. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-

insured retention must be declared to the LOCSD. At that time the LOCSD shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

21. Consultant agrees to be responsible for ~~ensuring~~ requiring that no contract used by any party involved in any way with the project reserves the right to charge LOCSD or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to LOCSD. It is not the intent of LOCSD to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against LOCSD for payment of premiums or other amounts with respect thereto.

WSC

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