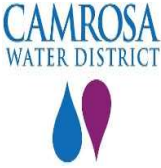


Title: Consulting Services to Develop an Engineer's Report for In-Lieu Fees

REQUEST FOR LETTER PROPOSAL



**CAMROSA WATER DISTRICT
7385 SANTA ROSA ROAD
CAMARILLO, CA 93012**

**ENGINEER'S REPORT FOR EVALUATION OF A WATER RESOURCE IN-LIEU
FEE**

A Letter Proposal is requested for the services set forth herein, subject to all conditions outlined in the Documents, including:

- SECTION I:** REQUEST FOR PROPOSAL
- SECTION II:** GENERAL INFORMATION AND INSTRUCTION
- SECTION III:** AGREEMENT TERMS & CONDITIONS

A letter proposal will be received at the Camrosa Water District, 7385 Santa Rosa Road, Camarillo, CA 93012, until 4:00 PM local time, on the dates hereinafter stated at which time they will be reviewed and evaluated.

SECTION I - REQUEST FOR QUALIFICATIONS

Date: December 14, 2020

RFP Number: 20-03

Background: The Camrosa Water District, organized under the California Water Code, was established on July 24, 1962. The original district boundary, encompassing approximately 8,000 acres, has expanded gradually via annexations to encompass more than 31 square miles within Ventura County today.

In 1964, under the direction of the Camrosa Board of Directors, an engineering report was prepared to document the water requirements for the district and to prepare a water supply and distribution system plan. Construction of the initial waterworks facilities occurred during the period 1966 through 1969. This initial installation forms the backbone of the potable water system in place today. Since that time, the potable water system has been expanded largely by developers, though some capital improvement projects by the District have been implemented, as well.

The initial customers in 1965 were ranchers who took delivery of imported water directly from the newly constructed Calleguas Municipal Water District (Calleguas) pipeline that traversed the area. After construction of the Camrosa distribution system, water service was transferred from the Calleguas system to the Camrosa system. From these few irrigation customers in 1965, the potable water distribution system has expanded steadily to approximately 10,600 water connections serving a population of over 30,000 today.

Item Description: The Camrosa Water District is looking for an engineering consulting firm to evaluate and prepare an engineer's report that summarizes the economic basis and development of a water resource in-lieu fee.

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In August of 2014, the Camrosa Board of Directors adopted Resolution 14-08, which established a permanent moratorium on the issuance of Water Availability and Water Will Serve Letters for new development that will result in unmitigated new demand upon all water, potable, non-potable, and recycled. The purpose of the mitigation fee is to ensure that new developments do not adversely affect the water supply or water supply reliability for the District's existing customers. For new developments, the District requires developers to identify and bring-in their own new source of water or participate in a planned water resource project. Currently, mitigation fees are based from specific projects that vary in cost that result in varying fees. The District desires to create a blended project in-lieu fee based on a suite of eligible projects that can be published and adjusted annually.

Water Supplies and Demands:

In 2011, the District drafted a Facilities Master Plan (FMP) that identified certain water demand projections and detailed evaluations of historical water demands. The FMP was never adopted but provides some insight and estimated future demands based on current water design and construction standards. In addition, the District has a 2015 Urban Water Management Plan that can be used for current water demands and supplies.

General Scope of Services:

- Kick-off meeting with staff
- Review existing FMP and Urban 2015 Water Management Plan.
- Develop a water resource setting narrative identifying and comparing existing water resources and demands with future resources and demands.
- Work with District staff in Identifying potential potable, non-potable, and recycled water resource supplies and projects.
- Evaluate probable cost for potential water resource projects.
- Recommend a water resource in-lieu fee in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 et seq.).
- Evaluate and incorporate environmental documentation, if necessary.
- Identify and assist District staff in implementing recommended fees including; Resolutions, notification, workshops, etc.
- Other items the consultant feels are necessary to complete a comprehensive and defensible "in-lieu fee" engineer's report in compliance with the Mitigation fee Act.
- Prepare a complete report outlining the technical basis for the in-lieu fee, complete with narratives, estimates, calculations, and appendices.

Proposal Due Date: January 14, 2020

All letter proposals must be delivered by the specified time. Proposals arriving after the specified hour will not be accepted. Mailed proposals delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All proposals must be in writing and must contain a signature by an authorized officer of the firm – Electronic submittals are acceptable with prior approval.

THE DISTRICT RETAINS THE RIGHT TO REJECT ANY AND ALL PROPOSALS WITHOUT CAUSE AND/OR ELECT NOT TO AWARD A CONTRACT.

PROPOSAL FORMAT

1. Letter of Transmittal

- a. Identify the submitting organization;
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization; authorized to negotiate the contract on behalf of the organization; and to be contacted for clarifications.
- c. Be signed by the person authorized to contractually obligate the organization;
- d. Acknowledge receipt of all amendments to this RFP.

2. Qualifications

Provide a brief summary of your firm's history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar type services, projects, and qualification including licenses and certifications, if applicable.

3. Key Personnel

Describe the project team composition and include resumes of key personnel.

4. References

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the agency, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role.

5. Project Work Plan

Describe your understanding of the services requested. Include typical work functions, day-to-day activities, and descriptions. Identify any potential issues related to staffing issues. List any resources and training you expect the District to provide.

6. Cost Proposal

The proposal should include a general fee schedule that shows the hourly rate for each employee classification. The hourly rates should include fringe benefits, indirect costs and profit. Additionally, if applicable, a schedule of reimbursable expenses should be included. If the firm proposes to provide a sliding fee schedule specific to Camrosa, include both regular and reduced cost fee schedule sheet. List any alternative fee structures as applicable.

**CAMROSA WATER DISTRICT
SECTION II - GENERAL INFORMATION AND INSTRUCTION**

1. The firm's proposal may be withdrawn at any time during this process prior to acceptance.
2. Proposers are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for firm to request additional compensation.

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3. Bidders agree to defend and save the District from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
4. Successful proposer shall not assign the contract or subcontract the whole or any part of the contract without written consent of the District. Such consent shall neither relieve the proposer from his obligation nor change the terms of the contract.
5. The District shall have the right to inspect any material specified herein. Equipment supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the District. Any materials rejected shall be removed from the premises of the District at the expense of the firm.
6. Proposer shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the proposal and shall be considered a part of this contract where such specifications meet the minimum of the District's specifications.
7. Each proposer shall submit in full this completed original Proposal Document and all necessary catalogs, descriptive literature, etc., needed to fully describe the materials or work he proposes to furnish.
8. Proposer shall state the delivery date for commodities (if any) in terms of calendar days after notification of award. Where the contract calls for performance of labor, the proposer shall also state the number of calendar days required for completion after notification of award.
9. Cash discounts shall be considered in the evaluation of the proposal, except that payment periods of less than thirty (30) days will not be considered in award of this proposal. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the District, whichever is later.
10. Upon the award of the contract to the successful proposer, insurance will be required by the terms of this contract, the District will require evidence of such coverage be furnished within fourteen (14) days of notification of award. The amounts and types of coverage are specified on Pages 9 and 10 of the RFP. **All insurance forms must be in a format acceptable to the District.**
11. The firm agrees to indemnify, defend and hold harmless the District, District Board and each member thereof, and every officer, and employee of the District, from any liability or financial loss including, without limitation, attorney's fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of firm, or any person employed by firm, including agents and independent contractors, in the performance of this agreement.
12. Prevailing Wages. If applicable and in accordance with the provisions of sections 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages applicable to the work to be done. Successful proposer will be required to pay all persons employed on the project by the Successful firm sums not less than the sums set forth in the documents entitled "General prevailing Wages Determination made by the Director of the Department of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2,

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sections 1770, 1773, 1773.1.” In addition, all Labor Code section 1771.1 requirements must be complied with, if required.

- 13. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of RFP opening.
- 14. The District will be the sole and exclusive judge of quality, compliance with proposal specifications or any other matter pertaining to this proposal. The District reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the District.
- 15. Quantities specified in Section III are approximate only, the District reserves the right, within the period for delivery to increase or decrease the quantity ordered and upon mutual agreement after the period specified for delivery, order additional quantities of items bid.
- 16. For any questions regarding this proposal, please contact: terryc@camrosa.com no later than **January 7, 2020**.

ACCEPTANCE OF PROPOSAL

The District reserves the right to accept or reject any and all proposals and reserves the right to waive technicalities where such action best serves the interests of the District.

EXCEPTIONS

Any Proposer exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to the proposal. However, such exceptions or deviations may result in rejection.

SECTION III
AGREEMENT TERMS AND CONDITIONS

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 8, 9 and 10. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 8, 9 and 10 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO:

DATE:

Agreement No.:

The undersigned Consultant offers to furnish the following:

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Contract price \$:
N/A

Contract Term:

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant:

By: _____

By: _____

Title:

Title:

Date: _____

Date: _____

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. **Indemnification:** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees and costs, arising from negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District’s sole negligence or willful acts.
- b. **Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. **Coverage:** Coverage shall be at least as broad as the following:
 - 1. **Commercial General Liability (CGL) -** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

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2. **Automobile Liability** - (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 5. **Professional Liability** - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- d. **If Claims Made Policies:**
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- b. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves

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the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.