Notice: This meeting will be held pursuant to Assembly Bill 361, which provides waivers to certain Brown Act provisions during a proclaimed state of emergency when state or local officials have imposed or recommended measures to promote social distancing, and allows some or all of the Sweetwater Authority Board of Directors to attend this meeting telephonically or via video conference. Additionally, there will be no physical location from which members of the public may participate. Instead, the public may listen and/or view the meeting proceedings and provide public comment and comments on agenda items by following these instructions:

To join via Zoom Webinar from a computer, tablet, or smartphone, click on the link below:
https://zoom.us/j/91458023440

To join this meeting via telephone, please dial:
1-669-900-6833 or 1-253-215-8782
Meeting ID: 914 5802 3440

If you are unable to access the meeting using this call-in information, please contact the Board Secretary at (619) 409-6703 for assistance.

Public comments on non-agenda items or on any item of the agenda may be submitted in writing before the meeting OR provided verbally during the meeting via call-in option or an internet-based service option, as described below:

Providing written comments before the meeting:
- Go to www.sweetwater.org; click on the “HOW DO I…” at the top of the page; and then click on the “Public Comment” link in the Contact section.

OR
- Physically deposit your public comment in the Authority’s payment drop box located in the public parking lot at the Authority’s Administrative Office at 505 Garrett Avenue, Chula Vista.

OR
- Mail your comments to 505 Garrett Avenue, Chula Vista, CA 91910 [Attention: Public Comment].

All written public comment submissions must be received 1 hour in advance of the meeting and will be read aloud to the Board during the appropriate portion of the meeting with a reading limit of 3 minutes for each comment.
Providing verbal comments during the meeting:
The Chair will inquire prior to Board discussion if there are any comments from the public on each item.

- Via Zoom Webinar go to Participants List, hover over your name and click on “Raise Hand.” This will notify the moderator that you wish to speak during Oral Communication or during a specific item on the agenda.

- Via phone, you can raise your hand by pressing *9 to notify the moderator that you wish to speak during the current item.

Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Board Secretary at (619) 409-6703 at least forty-eight (48) hours before the meeting, if possible. The above public comment procedures supersede any Authority standard public comment policies and procedures to the contrary.

1. CALL MEETING TO ORDER AND ROLL CALL

2. ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED IN THE AGENDA.

3. PUBLIC COMMENT.
   Opportunity for members of the public to address the Committee. (Government Code Section 54954.3).

4. ACTION AGENDA.
   The following items on the Action Agenda call for discussion and action by the Committee. All items are placed on the Agenda so that the Committee may discuss and take action on the item if the Committee is so inclined, including items listed for information.

   Consideration of Request for Quotes for Proposed Improvements to Loveland Reservoir’s Boat Ramp and Anchors to the Boat Dock and Log Boom

5. DIRECTORS’ COMMENTS.
   Directors’ comments are comments by Directors concerning Authority business that may be of interest to the Board. Directors’ comments are placed on the Agenda to enable individual Board members to convey information to the Board and the Public. There is no discussion or action taken on comments made by Board members.

6. NEXT MEETING DATE: Monday, June 13, 2022 at 5:00 p.m.

7. ADJOURNMENT.

This agenda was posted at least seventy-two (72) hours before the meeting in a location freely accessible to the Public on the exterior bulletin board at the main entrance to the Authority’s office and it is also posted on the Authority’s website at www.sweetwater.org. No action may be taken on any item not appearing on the posted agenda, except as provided by California Government Code Section 54954.2. Any writings or documents provided to a majority of the members of the Sweetwater Authority Governing Board regarding any item on this agenda will be made available for public inspection at the Authority Administration Office, located at 505 Garrett Avenue, Chula Vista, CA 91910, during normal business hours. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Board Secretary at (619) 409-6703 at least forty-eight (48) hours before the meeting, if possible.

To e-subscribe to receive meeting agendas and other pertinent information, please visit www.sweetwater.org.
TO: Governing Board (Engineering, Capital, and Development Services Committee)

FROM: Carlos Quintero, General Manager
Jennifer Sabine, Assistant General Manager
Erick Del Bosque, Interim Director of Engineering

DATE: May 13, 2022

SUBJECT: Consideration of Request for Quotes for Proposed Improvements to Loveland Reservoir's Boat Ramp and Anchors to the Boat Dock and Log Boom

SUMMARY

Minimum Pool Level at Loveland Reservoir

The minimum pool level at Loveland Reservoir consists of a dead pool level and an emergency storage level. The dead pool is the amount of water below the outlet works conduit elevation at Loveland Dam and, therefore, is not available to be released through the dam's outlet works. Based on the recommendations from a July 1982 report titled Addendum to Loveland – Sweetwater Pipeline Study, prepared by James M. Montgomery, Consulting Engineers, Inc., the Authority currently keeps three-months-worth summer demand (1,700 acre-feet (AF) times three months) at Loveland Reservoir as emergency storage, plus an additional allocation for water that would be lost in transit if the emergency storage were to be transferred to Sweetwater Reservoir. The same 1982 Study made a recommendation to keep one-month’s-worth of summer demand (1,700 AF) at Sweetwater Reservoir. The 1982 Study recommended keeping more emergency storage at Loveland Reservoir than at Sweetwater Reservoir because Loveland Reservoir has less evaporation losses due to a narrower surface area exposed to the sun when compared to Sweetwater Reservoir.

In November 2020, Gillingham Water Planning and Engineering, Inc. (Gillingham Water) completed a Feasibility Study to Maximize Reservoir Assets and Expand the Local Water Supply (Feasibility Study). In the Feasibility Study, Gillingham Water recommended eliminating the entire emergency storage supply kept at Loveland Reservoir, so the Authority can have the ability to transfer this water to Sweetwater Reservoir. The rationale for this recommendation is that with the completion of San Diego County Water Authority’s Emergency Storage Project at San Vicente Reservoir and the expansion of the Authority’s Richard A. Reynolds Groundwater Desalination Facility, the emergency storage supply at Loveland Reservoir is no longer needed. Per the Feasibility Study, the amount of water kept for emergency storage at Loveland Reservoir equals 6,375 AF. However, the amount of emergency storage at Loveland...
Reservoir is closer to 7,388 AF because the elevation of the outlet works is at a lower elevation than previously thought, so the minimum pool level is as follows:

<table>
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* Total storage capacity at Loveland Reservoir equals 25,387 AF

**Planning for Water Transfers Below Current Emergency Storage Level**

During the October 14, 2020, Board meeting, before the completion of the Feasibility Study, staff communicated that if water below the current emergency storage level were to be released as part of a water transfer to Sweetwater Reservoir, staff would lose the ability to access Loveland Reservoir below the current emergency storage level. The boat ramp at Loveland Reservoir terminates at the emergency storage level. The boat ramp is used by staff to operate the Fishing Program, regular reservoir patrols to monitor trespassing, and inspect the reservoir’s South Saddle Dam, only accessible by boat.

At its October 14, 2020 meeting, the Board approved implementing a phased approach to lowering the water level at Loveland Reservoir by conducting a water transfer between January 2, 2021 and January 15, 2021, and to transfer water until the water level in Loveland Reservoir reached 7,525 AF (1,000 AF lower than previous transfer protocols). The Board also directed staff to identify the costs associated with the design and permitting of the project features needed to modify the boat ramp, boat dock anchors, and log boom anchors at the reservoir (collectively referred to as boat ramp improvements) and return to the Board within 30 days to seek approval for allocating contingency or reserve funds for design and permitting activities.

Furthermore, at the November 11, 2020 Board meeting, staff presented a draft Request for Qualifications (RFQ) for engineering design services for the Loveland Reservoir boat ramp improvements. The Board directed staff to issue the RFQ and to issue a task order to Wood Environmental & Infrastructure Solutions, Inc. (Wood) for environmental documentation and permitting activities in an amount not to exceed $83,200.

The RFQ for the boat ramp improvements was issued in January 2021, and two Statements of Qualifications (SOQs) from TerraCosta Consulting Group, Inc. and Geocon, Inc. were received in response to the RFQ; however, staff postponed the evaluation of the two SOQs received because in early February 2021 staff received
from its as-needed dam consultant, GEI Consultants, Inc. (GEI), a technical memorandum regarding a leakage and corrosion evaluation for Loveland Dam’s valve outlet structure.

Regarding the task order to Wood, staff did not issue it because the design for the boat ramp improvements should be at least at a 30 percent level of completion so the design can inform the area that needs to be analyzed for compliance with the California Environmental Quality Act (CEQA). Issuing the task order to Wood following the Board directive would have been premature because the scope of work for the boat ramp improvements needs to be defined first before compliance with CEQA can commence.

Relation of Loveland Dam’s Valve Replacement Project to the Proposed Boat Ramp Improvements

Based on the findings from GEI’s technical memorandum, staff prioritized the evaluation of alternatives for replacing both the guard valve and Howell-Bunger valve at Loveland Dam and deferred selecting a consultant for the design of the boat ramp improvements. Staff’s rationale was that the water level in the reservoir might need to be lowered to replace the valves at the dam, and if that is the case, then it would make sense to perform the boat ramp improvements simultaneously with the valve replacements. The intent was for the valve replacement project to “catch up” and determine if the water level would also need to be lowered to replace the valves to determine if the boat ramp improvements and valve replacement projects need to be done in parallel and constructed at the same time, once the reservoir’s water level would be lowered to the dead pool level.

In its valve replacement evaluation, completed in November 2021, GEI did not recommend lowering the water level to replace the valves. Still, it recommended controlling the reservoir water level by inserting a plug into the conduit from inside the valve house on the downstream face of the dam, subject to verifying the condition of the dam’s outlet works conduit interior to see if the recommended alternatives for reservoir control and valve replacement would work. GEI did not recommend lowering the water level exclusively for the valve replacement because of the potential environmental and social impacts of emptying the reservoir.

In February 2022, GEI completed a technical memorandum regarding an underwater inspection of Loveland Dam’s intake structure. It determined that the top trash rack on the dam’s intake structure can’t simply be removed to allow access for an underwater conduit inspection. It recommended demolishing the top trash rack and immediately replacing it following an underwater conduit inspection.

Proposed Boat Ramp Improvements
The RFQ for the boat ramp improvements previously released in January 2021 is attached for reconsideration. Given the time elapsed since the RFQ was originally issued, and other developments with the valve replacement project, staff is requesting further direction from the Board whether to reissue the RFQ.

The scope of work for the boat ramp improvements would be as follows:

1. Selecting Project Alternatives for Scope of Work: Design alternatives could be numerous and have a wide variation in cost, making estimating future costs for budgeting purposes difficult. Potential design alternatives would be discussed with the selected consultant to narrow down the number of design alternatives to evaluate for consideration.

2. Preliminary Design Report (PDR): The PDR would include an evaluation of the selected design alternatives in step 1 above and would make a recommendation for the alternative to be designed, taking costs and environmental factors into consideration.

3. Design Plans and Specifications: Design plans and specifications for the selected alternative will be prepared, including an opinion of probable construction cost to advertise the project for construction.

Improvements will require design features that can withstand erosion of the surrounding soils and wave action at varying water levels, and need to extend 82 feet lower to the reservoir’s dead pool level at an elevation of approximately 1,215 feet. Staff would rely on the recommendations of the consultant to select the most appropriate project alternative that is cost-effective and potentially less impactful to the environment. Exhibit B within the attached RFQ shows some of the erodible conditions seen at the boat ramp after periods of heavy rain, and exposed sections of the boat ramp previously submerged in water for a considerable amount of time.

Any required CEQA documentation would need to wait until the design is at a stage that can inform the CEQA process, most likely at the 30 percent design level of completion. Extending the boat ramp down to Loveland Dam’s dead pool level will help facilitate future water transfers to Sweetwater Reservoir, below the current emergency storage level, without losing access to the reservoir.

**PAST BOARD ACTIONS**

June 9, 2021  The Board approved the FY 2021-22 Strategic Plan Detailed Work Plan
The Board adopted Resolution 21-14, adopting a Budget for FY 2021-22.

November 11, 2020 The Board directed staff to issue an RFQ for design services related to the Loveland Reservoir boat ramp and boat dock anchors; and issue a Task Order to Wood Environment & Infrastructure Solutions, Inc. for the environmental documentation and permitting activities in an amount not to exceed $83,200.

October 14, 2020 The Board approved to implement a phased approach to lowering the water level at Loveland Reservoir by conducting a water transfer between January 2, 2021 and January 15, 2021 and transfer water until the water level in Loveland Reservoir reaches 7,525 AF (1,000 AF lower than previous transfer protocols); directed staff to identify the costs associated with design and permitting of the project features needed to modify the boat ramp, boat dock anchors, and log boom anchors at Loveland Reservoir; and return to the Board within 30 days to seek approval for allocating contingency or reserve funds for design and permitting activities.

October 13, 2020 The Board received the results of the Fine Screening Project Evaluation [including the recommendation to eliminate emergency storage at Loveland Reservoir] from the Feasibility Study for Maximizing Reservoir Assets and Expanding the Local Water Supply as prepared by Gillingham Water and Planning, Inc., knowing that a recommendation on the Loveland Regional Exchange alternative will be provided at a later date in 2020.

September 9, 2020 The Board authorized the General Manager to lower Loveland Reservoir below current emergency storage levels prior to completion of the Feasibility Study and implementation on its recommendations in order to maximize the value of the next water transfer.

May 28, 2020 The Board received the results of the Coarse Screening Project Evaluation from the Feasibility Study for Maximizing Reservoir Assets and Expanding the Local Water Supply, and accepted the recommendations from Gillingham Water and Planning, Inc.
Memo to: Governing Board (Engineering, Capital, and Development Services Committee)  
Subject: Consideration of Request for Quotes for Proposed Improvements to Loveland Reservoir’s Boat Ramp and Anchors to the Boat Dock and Log Boom  
May 13, 2022  
Page 6 of 7  

FISCAL IMPACT  
The FY 2021-22 Budget includes $332,000 for the proposed boat ramp improvements at Loveland Reservoir. The current budget should be sufficient to cover design and environmental documentation costs.  

The draft 5-year Capital Improvement Plan to be included with the FY 2022-23 Budget includes an additional $2,000,000 in FY 2023-24 for construction purposes; however, construction costs are unknown and will depend on the design alternative selected. The proposed $2,000,000 allocation for FY 2023-24 is mostly a placeholder until construction costs are fine-tuned as part of the design of the selected alternative.  

POLICY / STRATEGIC PLAN  
Strategic Plan Goal 2: System and Water Supply Reliability (SR) – Achieve an uninterrupted, long-term water supply through investment, maintenance, innovation and developing local water resources.  
- Objective SR12: Develop and Implement Comprehensive Property Operations and Maintenance Plan for Sweetwater and Loveland Reservoirs and other Authority properties and obtain permits from Regulatory Agencies in order to allow the Authority greater certainty in the operations of its assets, including water transfers between Loveland and Sweetwater Reservoirs.  
  - Task 003.00: Execute water transfer to designated water level limits in accordance with Board direction.  

Strategic Plan Goal 3: Financial Viability – Ensure long-term financial viability of the agency through best practices, operational efficiency, and maximizing assets.  
- Objective FV4: Explore innovative opportunities for leveraging Authority assets (e.g., reservoirs, property) to reduce financial burden on Authority ratepayers.  

Strategic Plan Goal 7: Environmental Stewardship (ES) – Provide core services while maintaining a balanced approach to human and environmental needs.  
- Objective ES6: Develop and Implement Comprehensive Operations and Maintenance Plan for Sweetwater and Loveland Reservoirs and other Authority properties and obtain permits from Regulatory Agencies in order to allow the Authority greater certainty in the operations of its assets, including water transfers between Loveland and Sweetwater Reservoirs.  
  - Task 003.00: Execute water transfer to designated water level limits in accordance with Board direction.
ALTERNATIVES

1. Direct staff to reissue the Request for Qualifications for engineering design services for improvements to Loveland Reservoir’s boat ramp and anchors to the boat dock and log boom, as presented by staff.

2. Direct staff to reissue the Request for Qualifications for engineering design services for improvements to Loveland Reservoir’s boat ramp and anchors to the boat dock and log boom, after including modifications to the Request for Qualifications, as directed by the Governing Board.

3. Other direction as determined by the Governing Board.

RECOMMENDATION

Staff recommends that the Governing Board direct staff to reissue the Request for Qualifications for engineering design services for improvements to Loveland Reservoir’s boat ramp and anchors to the boat dock and log boom, as presented by staff.

ATTACHMENTS

1. Staff’s presentation.
2. Draft RFQ for engineering design services for improvements to Loveland Reservoir’s boat ramp and anchors to the boat dock and log boom.
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Proposed Improvements to Loveland Reservoir’s Boat Ramp and Anchors to Boat Dock and Log Boom

Erick Del Bosque
Interim Director of Engineering
Minimum Pool Level at Loveland Reservoir

- Minimum pool = dead pool level + emergency storage
- Basis of emergency storage from 1982 report prepared by James M. Montgomery, Consulting Engineers.
- Gillingham Water’s 2020 Feasibility Study recommended to eliminate emergency storage at Loveland Reservoir.

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* Total storage capacity at Loveland Reservoir equals 25,387 AF
Planning for Water Transfers Below Current Emergency Storage Level

- Boat ramp terminates at emergency storage level (elev. 1,297 feet).

- Staff issued an RFQ in January 2021 to select a consultant for engineering design services for proposed boat ramp improvements:
  - Extend boat ramp down to dead pool level (elevation of 1,215 feet)
  - Install additional anchors on extended boat ramp, for reconfigurations of the boat dock and log boom with different water levels.
  - Design requires geotechnical considerations to minimize erosion of boat ramp and anchors.
Erosion Issues at Boat Ramp

Boat Ramp

Boat Dock Anchor Exposed by Wave Action and Erosion
Relation of Valve Replacement Project to Boat Ramp Improvements

- Two SOQs received, but project delayed to let valve replacement project “catch up” and find out if reservoir level also needs to be lowered for valve replacement.

- GEI did not recommend lowering water level for valve replacement, but recommended controlling reservoir level.

- If reservoir level is lowered for boat ramp improvements, then staff needs to reconsider approach for valve replacement to see if valves should be replaced immediately following the construction of the boat ramp improvements.
Scope of Work for Boat Ramp Improvements

1. Selecting project alternatives for scope of work:
   - Alternatives could be numerous, with a wide range of costs. Intent is to focus on just a few alternatives to evaluate in Step 2 below, that are cost-effective and potentially least impactful to environment.

2. Preliminary design report to evaluate selected alternatives from Step 1 above.

3. Prepare design plans and specifications based on selected alternative.

Design plans should be at 30 percent level of completion to inform CEQA evaluation.
Fiscal Impact

• Current budget allocation of $332,000 should be sufficient to cover design and CEQA evaluation.

• Additional funding is not proposed in Draft FY 2022-23 Budget.

• Additional preliminary funding allocation of $2,000,000 for FY 2023-24, but subject to change once construction cost is known.
Alternatives for Consideration

1. Direct staff to reissue the Request for Qualifications for engineering design services for improvements to Loveland Reservoir’s boat ramp and anchors to the boat dock and log boom, as presented by staff.

2. Direct staff to reissue the Request for Qualifications for engineering design services for improvements to Loveland Reservoir’s boat ramp and anchors to the boat dock and log boom, after including modifications to the Request for Qualifications, as directed by the Governing Board.

3. Other direction as determined by the Governing Board.
Staff’s Recommendation

Direct staff to reissue the Request for Qualifications for engineering design services for improvements to Loveland Reservoir’s boat ramp and anchors to the boat dock and log boom, as presented by staff.
Questions?
Subject: Request for Qualifications for Engineering Design Services Regarding Improvements to Loveland Reservoir’s Boat Ramp and Anchors for Boat Dock and Log Boom
SWA File: (Gen) Loveland and Sweetwater Reservoirs – Boat Ramp Improvements

To Whom It May Concern:

Sweetwater Authority (Authority) is seeking an engineering consultant to provide engineering design services for improvements to Loveland Reservoir’s existing boat ramp and anchors for boat dock and log boom. The Authority encourages participation by local, small and/or disadvantaged businesses.

Persons or entities submitting a proposal in response to this Request for Qualifications (RFQ) are referred to herein as “Consultant”, “Proposer”, “Firm”, or “Responder”.

A. BACKGROUND INFORMATION

Water Transfers from Loveland Reservoir

The Authority owns, operates, and manages two surface water reservoirs along the Sweetwater River as key components of its water supply portfolio. Approximately two-thirds of the runoff from the Sweetwater River watershed flows into Loveland Reservoir, located near Alpine, CA, and the remaining one-third flows into Sweetwater Reservoir, located near Spring Valley, CA. Sweetwater Reservoir supplies local surface water to the Authority’s Robert A. Perdue Water Treatment Plant for treatment and distribution to the Authority’s customers.

Loveland Reservoir is not connected to the Authority’s distribution system and the only mechanism to transfer water from Loveland Reservoir to Sweetwater Reservoir, so the water is available for treatment, is to open the Bunger valve at the base of Loveland Dam which impounds Loveland Reservoir, to release water into the Sweetwater River channel through the Middle Basin to Sweetwater Reservoir. The reservoirs are separated by approximately 17 miles of Sweetwater River.
Re: Request for Qualifications – Improvements to Loveland Reservoir’s Boat Ramp and Anchors for Boat Dock and Log Boom

May 10, 2022
Page 2 of 9

Emergency Storage Policy

Based on the recommendations provided in a 1982 Addendum Report for a Loveland to Sweetwater Pipeline Study, the Authority implemented an emergency storage policy for both reservoirs. The Authority’s current policy is to keep 1,700 acre-feet (AF) of emergency storage, one month’s worth of summer demand, at Sweetwater Reservoir and three months’ worth of summer demand at Loveland Reservoir plus an additional amount at Loveland Reservoir to compensate for transfer losses. Even though Loveland Reservoir is not connected to the Authority’s distribution system, a higher volume of emergency storage is kept at Loveland Reservoir than at Sweetwater Reservoir because Loveland Reservoir is a narrower reservoir with a smaller surface area than compared to Sweetwater Reservoir for any given storage volume and, therefore, has less historical evaporation losses. The emergency storage plus dead pool volume kept at Loveland Reservoir is 7,525 AF.

Feasibility Study

The Authority recently completed a Feasibility Study for Maximizing Reservoir Assets and Expanding the Local Water Supply (Feasibility Study). The Feasibility Study evaluated several project alternatives with the goal of recommending project(s) for implementation that would help reduce the amount of imported water typically needed by the Authority. The Feasibility Study concluded that the Authority’s emergency storage policy is outdated because it was implemented before projects in the region, such as the San Vicente Dam Raise project, added resiliency to water purveyors in San Diego County during times of emergency. One example of such an emergency would be a significant earthquake interrupting delivery of imported water supplies to the San Diego County Water Authority.

The Feasibility Study recommended revising the Authority’s emergency storage policy by eliminating the emergency storage supply kept at Loveland Reservoir, so the water currently kept as emergency storage could be released during a water transfer with the intent of capturing a significant amount of it at Sweetwater Reservoir, where it would be available for treatment.

Impacts of Emergency Storage Policy Revision to Operations and Maintenance at Loveland Reservoir

The existing boat ramp, boat dock and log boom at Loveland Reservoir are integral to daily operations and maintenance activities and are set for a minimum water level of 7,525 AF. Lowering the water level below 7,525 AF will require a project to extend these features to allow for access to the reservoir. It is the Authority’s intent to design
Re: Request for Qualifications – Improvements to Loveland Reservoir’s Boat Ramp and Anchors for Boat Dock and Log Boom

May 10, 2022
Page 3 of 9

improvements to these features and obtain environmental clearance, so when the water level in the reservoir is dropped to dead pool level during a future water transfer, the Authority can implement improvements to these features and not lose the ability to access the reservoir.

Engineering design services required for improvements to Loveland Reservoir’s boat ramp and anchors for the boat dock and log boom are the subject of this Request for Qualifications (RFQ).

B. ANTICIPATED SCOPE OF WORK

The terrain at Loveland Reservoir below a water level of 7,525 AF (approximate elevation of 1,297 feet) is steep at the location of the boat ramp and anchors to the boat dock and log boom, and consists of highly erodible soils both above and below this water level. Staff has to frequently mitigate erosion issues at the boat ramp and boat dock anchors during periods of significant runoff into the reservoir and due to wave action at the shoreline with varying water levels.

Two site location maps for Loveland Reservoir and a topographic map, for the vicinity of the boat ramp and anchors to the boat dock and log boom, are included in Exhibit A and several photographs showing erosion issues at the boat ramp and boat dock anchors are included in Exhibit B. Record drawings for the boat ramp and anchors to the boat dock and log boom are not available.

Improvements to the boat ramp, boat dock anchors, and log boom anchors will require design features that can withstand erosion of the surrounding soils and wave action at varying water levels, and shall extend to the dead pool level of the reservoir, at a water level of 137 AF (approximate elevation of 1,215 feet). Staff has discussed potential solutions such as concrete revetment on the slopes adjacent to these features, retaining walls and/or tiebacks, and soil nails to stabilize slopes, but will rely on the recommendations of a Consultant to select the most appropriate project alternative that is cost effective and potentially least impactful to the environment.

The Scope of Work is anticipated to include the following elements:

- Selecting Project Alternatives for Scope of Work. The Authority will issue a Notice of Award (NOA) to the selected Consultant, but anticipates that finalizing the Scope of Work would need to be done after issuing the NOA, and before executing the Agreement for Services (Agreement) included in Exhibit D because the Authority and Consultant would need to first discuss which project alternatives to evaluate. The finalized Scope of Work would then be included
with the Agreement to be executed by both the Authority and Consultant. The Authority anticipates that the Consultant would be able to keep track of hours/costs spent in aiding the Authority to select project alternatives for evaluation and that these costs can be included with the not-to-exceed Consultant compensation amount included on the executed Agreement. The Authority would then issue a Notice to Proceed so the Consultant can move forward with the remaining anticipated tasks.

- **Preliminary Design Report (PDR).** The PDR shall include an evaluation, inclusive of costs and environmental factors, of the project alternatives included in the Scope of Work. The PDR shall include a recommendation for the Authority’s consideration. Once the Authority has selected a project alternative for implementation, the Consultant can prepare design plans and specifications.

- **Design Plans and Specifications.** Design plans and specifications for the selected project alternative shall be submitted to the Authority for review and approval at the 30%, 60% and final design stages and shall include but not be limited to:
  - General drawings
  - Civil/Grading drawings and specifications
  - Structural drawings and specifications, if needed based on type of project alternative
  - Construction cost estimate and project schedule

**C. REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

Statements of Qualifications (SOQ) submitted by potential consultants shall be concise, well organized and demonstrate the responder’s experience applicable to the requirements of this Request for Qualifications (RFQ).

The Authority will accommodate a non-mandatory site visit to Loveland Reservoir on June 17, 2022 at 9 am, for Consultants that are interested in submitting a SOQ in response to this RFQ. If interested in visiting Loveland Reservoir on this date and time, contact Erick Del Bosque, Interim Director of Engineering, at (619) 409-6752 or edelbosque@sweetwater.org at any time before June 17, 2022.

A SOQ submitted in response to this RFQ shall be in the following order and shall include:
Re: Request for Qualifications – Improvements to Loveland Reservoir’s Boat Ramp and Anchors for Boat Dock and Log Boom
May 10, 2022
Page 5 of 9

1. **Introductory Letter:** Describe firm’s basic understanding of the Authority’s required improvements to Loveland Reservoir’s boat ramp, boat dock anchors, and log boom anchors. This letter should also contain an expression of the firm’s interest in the design of the required improvements, a statement regarding the qualifications of the firm, and any summary information that may be useful or informative to the Authority.

2. **Identification of Responder:**
   a. Provide legal name and address of company.
   b. Provide legal form of company (partnership, corporation, joint venture, etc.).
   c. Identify any parent companies.
   d. Provide addresses of office(s) and number of employees.
   e. Provide name, title, address, telephone number, and email of a person to contact concerning the SOQ.

3. **Financial Relationships Disclosure(s):**
   a. Identify all existing and past financial relationships between Consultant’s firm and current members of the Authority’s Governing Board and staff and entities for which said members are employed or have an interest, both past and present. If there are none, clearly state this.
   b. Identify all existing and past financial relationships between Consultant’s proposed Sub-consultants and current members of the Authority’s Governing Board and staff and entities for which said members are employed or have an interest, both past and present. If there are none, clearly state this.
   c. For a list of the Authority’s Governing Board members, see the following link: http://www.sweetwater.org/35/Governing-Board

4. **Required Qualifications:** The following are the minimum required qualifications for proposers. Interested parties should not submit a SOQ if they do not meet these required qualifications:
a. The Consultant’s primary business or the primary business of a department within the Consultant’s firm shall be geotechnical engineering and shall have been in the business of geotechnical engineering for at least five (5) years.

b. The Consultant shall provide a single Project Manager as the primary point of contact with the Authority. This Project Manager must have at least five (5) years (total, with current firm or other employers) of experience in geotechnical engineering design and shall be registered as a Professional Engineer in the State of California.

c. Provide a list of past and on-going qualifying projects for which the Consultant’s services were or are similar to those described in this RFQ. Limit the list to no more than ten (10) projects the Consultant feels are most relevant to the RFQ. For each project, include the following:

- A brief description of the project, date initiated, date completed (if applicable).
- Name of owner and owner’s project manager with contact information (e-mail and/or phone).
- Identify role of the key personnel proposed for the Authority’s improvements to Loveland Reservoir’s boat ramp, boat dock anchors, and log boom anchors.

d. Present the experience of any Sub-consultants in the same manner.

e. Provide evidence of the experience and competence of the Consultant’s team proposed to work on the Authority’s project.

5. Consultant’s Organization and Key Personnel: Provide an organizational chart showing the relationship and titles of key personnel. Describe proposed Consultant’s organization, including identification and responsibilities of key personnel and Sub-consultants. For each of the key personnel, identify their main work location. Identify the Project Manager who will be responsible for the direct supervision and coordination of all work activities.

6. Costs: Provide one electronic copy of billing rates in Portable Document Format (PDF). The billing rates shall be submitted by email to the attention of Erick Del Bosque at edelbosque@sweetwater.org. The subject line of the email shall be “Confidential – Billing Rates for Loveland Reservoir’s Boat Ramp Modifications,”
Re: Request for Qualifications – Improvements to Loveland Reservoir’s Boat Ramp and Anchors for Boat Dock and Log Boom
May 10, 2022
Page 7 of 9

etc.” Include a list of all individuals who are expected to work on the project with name, position, and hourly billing rate.

7. **Exceptions to the RFQ:** The proposer shall certify that it takes no exceptions to this RFQ, including but not limited to the Authority’s Agreement for Services (Agreement), as attached in Exhibit C. If the respondent does take exception(s) to any portion of the RFQ or Agreement, the specific portion of the RFQ or Agreement to which exception(s) is taken shall be identified and proposed alternative language shall be provided and explained in the SOQ.

8. **SOQ Authorization:** The SOQ shall be signed by an individual authorized to bind the consultant and shall contain a statement to the effect that the submittal is in effect for ninety (90) days.

9. **SOQ Submittal:** Provide one electronic copy of the SOQ in PDF. The PDF electronic copy of the SOQ shall be submitted by email to the attention of Erick Del Bosque at edelbosque@sweetwater.org. If the file containing the SOQ is larger than 10 megabytes, send Mr. Del Bosque an email no later than 10:00 a.m. on July 7, 2022 requesting a secure file transfer invitation using the Authority’s secure file transfer system “SendIt”. The email or secure file transfer containing the SOQ shall be submitted separately than the email containing the billing rates.

SOQs in response to the RFQ are due to Mr. Del Bosque at edelbosque@sweetwater.org by 5:00 p.m. on **July 11, 2022**. SOQs submitted after this deadline will not be considered.

**D. CONSULTANT SELECTION PROCESS**

The Authority will evaluate all SOQs based on the evaluation criteria presented in this section, as well as other information obtained through background information and references.

The Authority’s Governing Board will most likely convene the Engineering, Capital, and Development Services Committee for this RFQ. The Committee is made up of three Governing Board Members assisted by Authority staff responsible for the evaluation, operation, and management of the Authority’s water resources. Using the established evaluation criteria, the Governing Board or Committee will evaluate the SOQs based on the firms’ personnel and organization, experience, and other information included in the SOQ, except for the cost data provided. To determine the firm(s) deemed most qualified to perform the requested services, the Governing Board or Committee will
evaluate responses to ensure the Consultant meets all required qualifications. Responses that do not meet all required qualifications may be rejected and not reviewed further. Those SOQs that clearly show the firm meets all required qualifications will be evaluated further and scored based on the criteria listed below.

The Governing Board or Committee may choose to select a short list from the SOQs received based on SOQ evaluation, and conduct interviews of the short-listed firms. After the interviews, short-listed firms may be re-evaluated and ranked based upon the combined SOQ/interview process. The Authority reserves the right to eliminate the interview step of the procurement process and reserves the right to cancel the RFQ process.

The evaluation criteria that will be used by the Governing Board or Committee are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completeness of SOQ in addressing requested information</td>
<td>10</td>
</tr>
<tr>
<td>Qualifications and experience of the Consultant’s personnel assigned</td>
<td>50</td>
</tr>
<tr>
<td>Firm’s experience relevant to the type of project being considered</td>
<td>40</td>
</tr>
</tbody>
</table>

After final selection by the Governing Board, the Authority will enter negotiations with the selected firm, which will include development of a scope of work and fee. If negotiations fail, the Authority may enter negotiations with the second ranked firm. After negotiating an agreement that is fair and reasonable, the contract award will be considered by the Authority’s Governing Board. The Authority’s Governing Board has the final authority to award the contract.

**E. AGREEMENT EXECUTION**

Following award, the selected Consultant will be required to provide insurance documentation before an Agreement is executed. The selected Consultant will be expected to execute the Authority’s standard Agreement without modification. A copy of the Agreement is provided in Exhibit C. If the selected Consultant does take exception(s) to any portion of the Agreement, the specific portion of the Agreement to which exception(s) is taken shall have been identified and proposed alternative language shall have been provided and explained in the SOQ.
All services shall be performed on a time and materials basis in accordance with the standard hourly rates as submitted by the Consultant and the terms of the Agreement. Once the Agreement is executed by both parties, the Consultant’s work will be authorized via a Notice to Proceed (NTP) letter.

The Authority's Engineering Department will serve as the administrative lead on the proposed Agreement, and Consultant’s work shall be coordinated with the Engineering Department’s Project Manager.

F. DISCLAIMER

This RFQ does not commit the Authority to enter into an agreement for services, to pay any costs incurred in the preparation of a SOQ, or to procure or contract for services or supplies. The Authority reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the Authority to do so. The Authority shall not be obligated to contract any or all of the requested services to the selected consultant. Further, even upon execution of the Agreement, the selected consultant will not be guaranteed any work under the Agreement until an NTP letter is issued by the Authority.

Thank you for your interest in this important project. If you have any questions regarding this RFQ, please contact Erick Del Bosque, Engineering Manager, at (619) 409-6752 or edelbosque@sweetwater.org.

Sincerely,

SWEETWATER AUTHORITY

Erick Del Bosque, P.E.
Interim Director of Engineering

Enclosures: Exhibit A – Site Location and Topographic Maps
Exhibit B – Photographs of Erosion Issues at Loveland Reservoir’s Boat Ramp and Boat Dock Anchors
Exhibit C – Agreement for Services
Exhibit A

Site Location and Topographic Maps
Figure 2. Loveland Reservoir Property and Facilities
Figure 3. Topographic Map in Vicinity of Boat Ramp and Anchors to Boat Dock and Log Boom
Exhibit B

Site Photographs
Loveland Reservoir Dirt Boat Ramp

Near high water level, showing upper boat dock anchors.
Loveland Reservoir Dirt Boat Ramp

View looking up the boat ramp towards the upper boat dock anchors.
Loveland Reservoir Dirt Boat Ramp
Located near water level showing recently repaired boat dock anchors in use.
Loveland Reservoir Dirt Boat Ramp

Located near water level showing lowest recently repaired boat dock anchors in use.
Loveland Reservoir Dirt Boat Ramp

Boat dock anchor recently repaired.
Loveland Reservoir Dirt Boat Ramp

Watershed Caretakers maintaining boat ramp and boat dock anchors.
Loveland Reservoir Dirt Boat Ramp

Watershed Caretakers maintaining boat ramp and boat dock anchors.
Loveland Reservoir Dirt Boat Ramp

Watershed Caretakers maintaining boat ramp and boat dock anchors.
Loveland Reservoir Dirt Boat Ramp

Boat dock anchors exposed by wave action and erosion.
Loveland Reservoir Dirt Boat Ramp

Boat dock anchors exposed by wave action and erosion.
Loveland Reservoir Dirt Boat Ramp

Boat dock anchor replaced.
Loveland Reservoir Dirt Boat Ramp

Watershed Caretakers maintaining boat ramp and boat dock anchors.
Loveland Reservoir Dirt Boat Ramp

Highly erodible soils require substantial maintenance to retain boat ramp functionality.
Exhibit C

AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
[**CLICK & TYPE CONSULTANT NAME**]

This Agreement is made and entered into this day of ___________ 20__ by and between SWEETWATER AUTHORITY (hereinafter referred to as the “Authority”), a joint powers agency operating under the Irrigation District Law, Water Code § 20500 et seq., and [**CLICK & TYPE CONSULTANT NAME**] (hereinafter referred to as “Consultant”).

RECITALS

A. The Authority is a public agency of the State of California and is in need of professional services for the following project: [**CLICK & TYPE PROJECT NAME**] (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The party’s desire by this Agreement to establish the terms for the Authority to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

1.1 Consultant shall provide the Authority with the services described in the Scope of Services attached hereto as Exhibit “A” and by this reference incorporated herein (“Services”). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner.

1.2 At any time during the term of this Agreement, the Authority may request changes in the Scope of Services, and any such change shall be processed by the Authority in the following manner: a letter outlining the changes shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by the Authority and executed by both parties before performance of such services or the Authority will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

2. Compensation

2.1 Subject to paragraph 2.2 below, the Authority shall pay for such Services in accordance with the Schedule of Charges set forth in Exhibit “B” and by this reference incorporated herein.

2.2 Unless otherwise provide herein, Consultant will perform services on a time and material basis. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit “A” exceed the sum of $[**CLICK & TYPE AMOUNT**]. Periodic payments...
AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**CLICK AND TYPE CONSULTANT NAME**]

shall be made within thirty (30) days of receipt of an undisputed statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

2.3 Payment shall not constitute acceptance of any work completed by Consultant.

3. Time of Performance

3.1 Consultant shall perform its services hereunder in a prompt and timely manner, in accordance with the Activity Schedule shown in Exhibit “C,” and shall commence performance upon receipt of the written Notice to Proceed from the Authority. The Notice to Proceed shall set forth the date of commencement of work. Consultant shall confer as requested with Authority representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

3.2 Neither the Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, or judicial restraint.

3.3 Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

4. California Labor Code Requirements

4.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Authority, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

4.2 If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all sub-consultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with
AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**CLICK AND TYPE CONSULTANT NAME**]

all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

5. **Standard of Care**

Consultant’s services will 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 the profession currently practicing under similar conditions.

6. **Insurance**

[**SWA RISK MANAGER TO REVIEW INSURANCE LIMITS PROJECT BY PROJECT BASIS**]
[**ESPECIALLY THE REQUIREMENT THROUGHOUT TO MAINTAIN THE INSURANCE FOR “24 months following the effective date of the project completion”***]

6.1 Commercial General Liability and Automobile Liability Insurance - Consultant shall provide and maintain the following commercial general liability and automobile liability insurance during the performance of all work under this Agreement, and for a minimum of twenty-four (24) months following the date of the Project completion and acceptance by the Authority, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority:

6.1.1 **Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

(a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

(b) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

(c) Insurance Service Office (ISO) Excess Liability (if necessary)

6.1.2 **Required Provisions** - The general liability, auto liability and excess liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The Authority its Board and each member of the Board, its officers, employees, agents, and the Authority’s designated volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 (or earlier edition date) specifically naming all of the Authority’s parties required in this agreement, or using language that states “as required by contract”).

(b) All Sub-consultants hired by Consultant must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope
AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND

[**CLICK AND TYPE CONSULTANT NAME**]

of protection afforded to the Authority its Board and each member of the Board, its officers, employees, agents, and the Authority’s designated volunteers

(c) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the Authority insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

(d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority its Board and each member of the Board, its officers, employees, agents, and the Authority’s designated volunteers.

(e) Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(f) Policy limits shall not be less than the minimum limits described below. The limits of insurance required by this Contract may be satisfied by a combination of primary, and umbrella or excess insurance. Each umbrella or excess policy shall follow the same provisions as the primary policy.

(g) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Authority.

(h) Such liability insurance shall indemnify Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

(i) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

(j) The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(k) All of the insurance shall be provided on policy forms and through companies satisfactory to the Authority.

6.2 Workers’ Compensation and Employer’s Liability Insurance – By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.
6.2.1 Coverage and Required Provisions - Coverage for Workers' Compensation and Employer’s Liability Insurance shall be at least as broad and/or be endorsed to include the following:

(a) Consultant shall provide, during the life of this Agreement, and for a minimum of twenty-four (24) months following the date of the Project completion, workers' compensation insurance for all of the employees engaged in Work under this Agreement, on or at the Project site, and, in case any of sublet Work, Consultant shall require each sub-consultant similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a sub-consultant’s insurance shall be covered by Consultant’s insurance.

(b) In case any class of employees engaged in work under this Agreement, on or at the Project site, is not protected under the Workers’ Compensation Statutes, Consultant shall provide or shall cause a sub-consultant to provide, adequate insurance coverage for the protection of such employees not otherwise protected.

(c) Consultant is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. Consultant shall file with the Authority certificates of its insurance protecting workers and shall provide certificates at any time upon request. Company or companies providing insurance coverage shall be acceptable to the Authority, if in the form and coverage as set forth in the Contract Documents.

(d) Consultant shall assume the immediate defense of and indemnify and save harmless the Authority, the Board, and each member of the Board, its officers, employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Consultant, or any sub-consultant, to perform the Work under this Agreement regardless of responsibility or negligence. Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Authority for all work performed by Consultant, its employees, agents and sub-consultants.

6.3 Professional Liability (Errors and Omissions) - Consultant will file with the Authority, before beginning professional services, a certificate of insurance satisfactory to the Authority evidencing professional liability coverage.

6.3.1 Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of contracted work.

6.3.2 The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a five-year extended reporting period if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
6.4 Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by Consultant, and such deductibles and retentions shall have the prior written consent from the Authority.

6.4.1 At the election of the Authority, Consultant shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

6.4.2 Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

6.5 Minimum Policy Limits Required - Consultant shall maintain limits no less than the following:

6.5.1 General Liability - Two million dollars ($2,000,000) per occurrence /Four million dollars ($4,000,000) aggregate or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to the Authority) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

6.5.2 Automobile Liability - One million dollars ($1,000,000) for bodily injury and property damage each accident limit.

6.5.3 Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority (if agreed to in a written contract or agreement) before the Authority’s own primary or self Insurance shall be called upon to protect it as a named insured.

6.5.4 Workers Compensation and Employers Liability - One million dollars ($1,000,000) per occurrence.

6.5.5 Professional Liability - One million dollars ($1,000,000) per claim and $2,000,000 annual aggregate.

6.6 Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California and maintain an agent for process within the state, unless waived, in writing, by the Authority Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A-: VII or better.
6.7 Evidence Required - Prior to execution of the agreement, Consultant shall file with the Authority a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer’s representative evidencing the coverage required by this agreement.

6.7.1 Such evidence shall also include the following:

(a) Attached additional insured endorsements with primary & non-contributory wording for each policy

(b) Workers’ Compensation waiver of subrogation

(c) A copy of the Commercial General Liability declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions above. The Authority reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

6.8 Continuation of Coverage - Consultant shall, upon demand of the Authority deliver evidence of coverage showing continuation of coverage for not less than (5) years following the termination or completion of this Agreement. Consultant further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the Authority to the Authority at least ten (10) days prior to the expiration date. Failure to continually satisfy the Insurance requirements is a material breach of contract.

6.9 Sub-Consultants - In the event that Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be Consultant’s responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant shall, upon demand of the Authority, deliver to the Authority copies such policy or policies of insurance and the receipts for payment of premiums thereon.

6.10 The Authority reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

7. Indemnification

7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of the Authority’s choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Consultant’s Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys’ fees and other related costs and expenses. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.
AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**CLICK AND TYPE CONSULTANT NAME**]

7.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant’s obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, but shall not otherwise be reduced. If Consultant’s obligations to defend, indemnify, and/or hold harmless arise out of Consultant’s performance as a “design professional” (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the Authority, Consultant’s obligations shall be reduced in proportion to the established comparative liability of the Authority and shall not exceed Consultant’s proportionate percentage of fault.

8. Termination or Abandonment

8.1 The Authority has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, the Authority shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, and other documents produced or developed for that portion of the work completed, and/or being abandoned. The Authority shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the Authority and Consultant of the portion of such task completed but not paid prior to said termination. The Authority shall not be liable for any costs other than the charges or portions thereof, which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

8.2 Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to the Authority only in the event of substantial failure by Authority to perform in accordance with the terms of this Agreement through no fault of Consultant.

9. Compliance with All Laws.

9.1 Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9.2 Consultant shall assist the Authority in obtaining and maintaining all permits required by federal, state, and local regulatory agencies.

9.3 Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of its services or operations performed under this Agreement.

10. Organization

Consultant shall assign ______________________ as the Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Authority.
AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**CLICK AND TYPE CONSULTANT NAME**]

11. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the Authority.


If the services covered by this Agreement involve a construction phase of the Project, the Authority agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor.

13. Assignment and Sub consultants

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and sub consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

14. Conflicts of Interest

Identify all existing and past financial relationships (including consulting agreements) between [**CLICK & TYPE CONSULTANT NAME**] and members of the Authority’s Governing Board, and entities for which said members are employed, or have an interest, both past and present.

15. General Provisions

15.1 Independent Consultant. Consultant is retained as an independent consultant and is not an employee of Authority. No employee or agent of Consultant shall become an employee of the Authority. The work to be performed shall be in accordance with the work described in Exhibit “A,” subject to such directions and amendments from the Authority as herein provided.

15.2 Notice. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

Authority:
SWEETWATER AUTHORITY
P.O. Box 2328
Chula Vista, CA 91912-2328
Attn: [**CLICK & TYPE MANAGER**]

Consultant:
[**CLICK & TYPE ADDRESS**]
[**CLICK & TYPE COMPANY**]
Attn: [**CLICK & TYPE CONTACT**]
AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**CLICK AND TYPE CONSULTANT NAME**]

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

15.3 **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render other provisions of this Agreement unenforceable, invalid or illegal.

15.4 **Integration.** This Agreement represents the entire understanding of the Authority and the Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties hereto. This is an integrated Agreement.

15.5 **Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

15.6 **Time is of the Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.

15.7 **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and Consultant.

15.8 **Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by the Authority pending settlement of the dispute.

15.9 **Laws, Venue, and Attorneys’ Fees.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney’s fees, as determined by the court.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SWEETWATER AUTHORITY

[**CLICK & TYPE NAME**]

By: ____________________________
Name: Carlos Quintero, P.E.

By: ____________________________
(Authorized Representative of Consultant)

Name: [**CLICK & TYPE NAME**]
AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**CLICK AND TYPE CONSULTANT NAME**]

Title: General Manager
Title: [**CLICK & TYPE TITLE**]

Dated: ____________________________
Dated: ____________________________

Approved as to form:

_________________________________
Paula C. P. de Sousa
Legal Counsel
SWEETWATER AUTHORITY
AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**CLICK AND TYPE CONSULTANT NAME**]

EXHIBIT “A”
SCOPE OF WORK

[**CLICK & INSERT PROPOSED SCOPE OF WORK**]
AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[***CLICK AND TYPE CONSULTANT NAME**]

EXHIBIT “B”
SCHEDULE OF CHARGES
EXHIBIT “C”
ACTIVITY SCHEDULE