



SWEETWATER AUTHORITY

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GOVERNING BOARD

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December 11, 2023

Subject: REQUEST FOR PROPOSAL – FACILITY CONSULTANT SERVICES

Sweetwater Authority (Authority) is seeking proposals from qualified consulting firms or teams to perform a facilities condition assessment for 27 Authority facilities.

PURPOSE

To create a facility master plan including an inventory of the Authority's facility assets, identify the general condition of current facility deficiencies, recommend corrections, and help create a management program that includes identifying current deficiencies, cost estimates for corrections, and forecasting future capital renewal cost. ESRI GIS software, or software that is integrated with the ESRI GIS platform, can be proposed as a part of this effort. This analysis will be utilized for prioritizing capital improvements and maintenance requirements, as well as assisting with allocating budgets for repair and rehabilitation of facilities.

SCOPE OF WORK:

Conduct a thorough on-site assessment of the current condition for each facility. Prior to the start of on-site assessments, the Consultant shall work with the Authority to develop an assessment standard to ensure consistency and completeness of data gathered at all facilities. The assessment will concentrate on identifying any existing deficiencies and the estimated cost to repair them and make specific recommendations for repairs both short-term and long-term. The condition assessment will also identify and define what assets should be inventoried and the frequency to monitor each type of asset. The facility condition assessment will focus on the following property elements:

1. Site Systems – assess the property's hardscapes and site systems to include roadways, parking lots, walkways, curb and gutter, fountain, gates, lights, fences, courtyard and other items as necessary.
2. Building Exterior – assess exterior walls, painting, windows, door systems, light fixtures, signs, flag poles, conduits, and seals for visible evidence of deficiencies.
3. Roof Systems – assess the current condition of the building's roof system, gutters, downspouts, flashing and penetration, replacement costs and remaining useful life.

4. Interior – assess the condition of the interior electrical systems, lighting, ceiling, flooring, walls, paint, partitions, desks, doors, restrooms (including plumbing), stairs and other items as necessary.
5. Fire Protection – assess the condition of fire suppression systems and fire detection alarm systems. Create a maintenance and replacement schedule.
6. ADA – assess facilities for evidence of compliance issues with ADA requirements.
7. HVAC – assess the age and condition of the HVAC system and controls, create a maintenance and replacement schedule for all components of the system.

PROJECT DELIVERABLES:

1. Site Inspections:

- a. Create a complete asset inventory including, but not limited to items listed in Scope of Work above.
- b. A complete facility inspection and evaluation shall be performed in order to determine the existing condition of each facility by identifying current deficiencies and immediate repairs required to the building systems in order to maintain their expected level of service.
- c. The Consultant shall obtain from the Authority, where available, existing drawings and plans and review those drawings and plans for each facility prior to its on-site assessment. It should be noted that in some cases complete records for a particular building may not be available.
- d. The Consultant shall perform a non-destructive visual inspection of each facility to identify systems-level deficiencies and life-cycle conditions.
- e. The Consultant shall review, document, and photograph physical condition deficiencies.

2. Master Plan with Cost Estimates: The Consultant shall provide a facilities condition assessment document which shall include, but shall not be limited to the following for each facility:

- a. Identify and define what assets should be inventoried and the frequency to monitor each type of asset.
- b. Create a complete sustainable maintenance/replacement plan (including estimate of life expectancy) for identified assets.
- c. Prepare a comprehensive facilities master plan report that identifies current deficiencies, categorized by immediate, short-term, and long-term capital replacement, including timeline and the costs associated to each inventory item to repair or replace.
- d. The report shall also include a forecast of recommended maintenance activities and their associated costs.
- e. The report shall include overall facility specific recommendations for routine maintenance activities and a review of existing maintenance policies and practices to reduce future capital costs.
- f. This will include a recommended maintenance schedule with list of activities (monthly, quarterly, annually, every 5, 10, 20, and 30 years).

- g. Assessment of each building's compliance with the 2024 NFPA 101 Life Safety Code and other applicable building codes.
 - h. Assessment of each building's compliance with the 2010 ADA standards for Accessible Design.
 - i. Provide life expectancy for each building.
3. **Meeting Attendance:** The selected firm will be required to attend two in person Board meetings to present and discuss the contents and conclusions of their report. In addition, budget should be included for meetings with the different departments that use the facilities to capture historical knowledge and include in plan.
4. **Master Plan Integration:** The Authority uses IBM Maximo Enterprise Asset Management and ESRI GIS software for maintenance and management of most existing assets. Plan inventory shall be recommended to be integrated into current software or proposal of the most applicable software should be purchased. Unique identifiers should be assigned as necessary and in coordination with staff.

AUTHORITY FACILITY LIST

SITE	BUILDING	ADDRESS	CITY/STATE/ZIP	# OF STORIES	APPROX. SQ FT
Administration	Main Bldg.	505 Garrett Ave.	Chula Vista, CA. 91910	1	14,748
Reynolds Desalination	Process Bldg.	3066 N.2 nd Ave.	Chula Vista, CA. 91910	1	19,000
	Assembly Bldg.			1	2,010
	SDF 7 Pump House			1	650
Steele Operations Center	Main Bldg.	744 F Street	Chula Vista, CA.	3	12,675
	Warehouse Extension			1	5,620
	Meter Shop			1	1,680
	Welding Shop			1	1,800
	Garage			1	4,478
	Pipe Storage			1	2,077
Perdue Water Treatment Plant	Operations	100 Lakeview Ave.	Spring Valley, CA. 91977	2	11,900
	Chemical			2	4,540
	Watershed Trailer			1	1,440
	Pac Bldg.			1	930
	Butler Bldg.			1	2,332
	Hazmat			1	360
	DAF Compressor			1	860
	Blower Bldg.			1	575

	Hydro Generator			1	936
	Commissary			1	1,010
	Clearwell			1	78,521
Loveland Reservoir	Main House	147495 Sequan Truck Trail	Alpine, CA. 91901	1	2,100
	Caretaker Office			1	400
NC Wells	Pump Room	1790 Division St.	National City, CA. 91950	1	1,200
	Chemical Feeder Rm			1	600
	Hypo CL2 Rm			1	120
				Approx. Total Sq. Ft	172,562

BACKGROUND

Sweetwater Authority is a publicly-owned water agency with policies and procedures established by a 7-member Board of Directors. The Sweetwater Authority governing board is composed of five directors elected by division by the citizens of the South Bay Irrigation District, and two directors appointed by the Mayor of National City, subject to City Council confirmation.

Service Area

Sweetwater Authority provides safe, reliable water service (since its inception) to approximately 190,000 people in a 32 square-mile service area that includes National City, Bonita, and the western and central portions of Chula Vista, CA.

Mission

The mission of Sweetwater Authority is to provide its current and future customers with a safe and reliable water supply through the use of the best available technology, sound management practices, public participation and a balanced approach to human and environmental needs.

RFP SUBMITTAL

Responses to this RFP should address how your firm would assess and evaluate the current state and needs of the facilities, and the steps required to develop a proposed solution that achieves the goals outlined. Responders are encouraged to be creative in their proposed approach and solution.

Reponses to this RFP must be not more than thirty (30) pages in length (15 double-sided or 30 single-sided pages) and include the following:

1. Qualifications Detail Consisting of:

a) Cover letter including statement of understanding & approach to this project; the statement should describe the consultant's understanding of the project and the special skills, collaborative approach, and innovative thinking that the consultant's team would bring to the project. The assessment shall be conducted in accordance with well-established industry standards.

b) Attachment B (provided in this RFP): Signed by a representative of lead consultant attesting that all terms, conditions and procedures outlined in this RFP are understood and have been followed.

c) Organizational Overview: A description of the applicant's organization, years in existence, structure, composition, and qualifications. The assessment shall be performed by individuals trained and licensed and/or certified in construction, engineering or architecture for the specific building systems they are assessing.

d) Proposed Project Team Members: Clearly indicate the applicant's designated team leader for the project, as well as the specific individuals who will be assigned to the work, their primary role(s) on the project, and their respective expertise in such work.

e) Partners: An explanation of any partnering arrangements that have been or will need to be made in order to complete the work.

f) The Consultant shall be financially solvent. The Authority reserves the right to request information to determine solvency.

g) Specific Project Experience: Descriptions detailing completed, similar or relevant project experience, especially municipal or other governmental experience, which the team has executed. For each project experience provided, list the proposed project team members who worked on the project.

h) List of References: Provide a minimum of three (3) client references with which the consultant has provided similar consulting services within the last five (5) years. At least two (2) references shall be municipal, state government entities, or public agencies. Include the name and telephone number of the contact person and a description of the scope, role, cost, and services provided under that contact.

2. Technical Proposal Consisting of:

a) An executive summary explaining the recommended work.

b) A detailed description of the proposed work and methods to be used, an explanation of any variances to the proposed scope of work as outlined in the RFP.

c) A scope of work that includes steps to be taken, including specifics of any deliverables to be produced.

d) A detailed work plan that includes: clear deliverables, milestones, and deadlines, as well as an overall schedule for completion; work plan shall include:

- expectations of time required from Authority staff
- a list of information your team will expect the Authority to provide at the start of the project
- Assessment schedule with anticipated time of completion.

e) Any other information deemed necessary to address the requests of this RFP.

3. Cost Proposal Consisting of:

a) A composite schedule of direct labor hours and fees by task.

b) An itemized schedule of all expenses, including both labor and direct expenses.

c) A maximum budget amount inclusive of all fees and expenses.

d) Any guarantees of the realization of cost savings by the Authority, if applicable.

4. Submittal Requirements:

Responses to this RFP must be received per the outlined schedule to be considered. Proposals must be submitted in both digital (PDF) and printed formats. Provide three (3) printed copies of the proposal. Applicants will receive a confirmation email once their proposal is received.

5. Additional Requirements:

Additional requirements are as follows:

- Consultants are solely responsible for ensuring that proposals arrive on time.
- Additional detail beyond the contents described above WILL NOT be considered.
- Faxed proposals WILL NOT be accepted.
- Late replies WILL NOT be considered.

PROPOSAL EVALUATION

The Authority will evaluate all proposal submittals. Such evaluation will include, but not be limited to, experience, business references, overall qualifications, capacity, and ability to provide the services, as well as other information obtained through background information and references.

This RFP does not commit the Authority to award a contract, to pay any costs incurred in the preparation of the submittal, or to procure or contract for services or supplies. The Authority reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirely this RFP, 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 retained Consultant.

The Authority may require the Consultant to perform services in addition to those identified in this RFP. All services shall be performed on a time and materials basis subject to a not to exceed fee in accordance with the terms of the contract, unless a separate lump sum fee is otherwise agreed upon.

A. Qualifications Submittal

Three (3) copies of the submittal shall be sent to:

Sweetwater Authority
Administrative Services
744 F Street
Chula Vista, CA 91910
Attention: Dan Hayes

The submittal 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.

B. Schedule of Work

All submitted qualifications received will be evaluated, a Consultant will be selected, with the work potentially commencing within two (2) weeks of the approval by the Authority.

C. Contract and Insurance Requirements

The selected Consultant will be required to enter into an Agreement for Services with the Authority (see enclosed Attachment A).

ADDITIONAL INFORMATION

Interested parties may submit written questions regarding this RFP to dhayes@sweetwater.org. Questions must be received no later than 3:00 p.m. PST on Wednesday, January 3, 2024. The Authority's responses to any questions will be shared with all other proposers via e-mail. The Authority may request additional information or clarification from any or all proposers after initial evaluation.

CONSULTANT SELECTION SCHEDULE

- A. All proposals must be submitted to the Authority's Administrative Services department **NO LATER THAN 3:00 P.M., THURSDAY, January 18, 2024.**
- B. Staff will evaluate the submittals and recommend contract award.
- C. A contract between the Authority and the successful Consultant will be processed.

A contract will be awarded to cover the proposed project duration as previously defined
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for one year from contract execution. Unsatisfactory performance or response time may be grounds for terminating the contract, and the contract may be awarded to another Consultant.

If you have any questions regarding the proposal or the scope of work requested, please contact Dan Hayes at (619) 409-6882, or e-mail at dhayes@sweetwater.org.

Sincerely,

SWEETWATER AUTHORITY

Dan Hayes
Program Manager

Enclosures: Attachment A – Sample Agreement for Services

Attachment B – Understanding of RFP Procedure, Terms and Conditions

ATTACHMENT A - Sample Agreement for Services

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**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

I. 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").

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

III. The parties desire by this Agreement to establish the terms for the Authority to
retain the Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. Services

The Consultant shall provide the Authority with the services described in the Scope of
Services attached hereto as Exhibit "A."

B. Compensation

1. Subject to paragraph B.2 below, the Authority shall pay for such services in
accordance with the Schedule of Charges set forth in Exhibit "B."
2. The Consultant will perform services on a time and material basis. In no event shall
the total amount paid for services rendered by the Consultant pursuant to Exhibit "A"
exceed the sum of \$[**CLICK & TYPE AMOUNT**]. Periodic payments shall be made
within thirty (30) days of receipt of a statement for services rendered. Payments to the
Consultant for work performed will be made on a monthly billing basis.

C. Additional Work

If changes in the work seem merited by the Consultant or the Authority, and informal
consultations with the other party indicate that a change is warranted, it shall be processed by

the Authority in the following manner: a letter outlining the changes shall be forwarded to the Authority by the 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.

D. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by the 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.

E. Time of Performance

The 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.

F. Delays of Performance

Neither the Authority nor the 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.

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.

G. Compliance with Law/California Labor Code Requirements

1. The Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
2. The Consultant shall assist the Authority in obtaining and maintaining all permits required by federal, state, and local regulatory agencies.
3. The 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.
4. 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 the Consultant and all subconsultants 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.

5. 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, the Consultant and all subconsultants 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 subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

H. 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.

I. Assignment and Subconsultant

The 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 subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

J. 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.

K. Independent Consultant

The 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.

L. 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.

M. 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”**]**

1. Commercial General Liability and Automobile Liability Insurance - The 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:
 - a) **Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - 1) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
 - 2) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)
 - 3) Insurance Service Office (ISO) Excess Liability (if necessary)
 - b) **Required Provisions** - The general liability, auto liability and excess liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1) 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”).
 - 2) 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 the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; and automobiles owned, leased, hired or borrowed by the

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Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Authority its Board and each member of the Board, its officers, employees, agents, and the Authority's designated volunteers

- 3) 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.
 - 4) 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.
 - 5) The 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.
 - 6) 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.
 - 7) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Authority.
 - 8) Such liability insurance shall indemnify the Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the 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.
 - 9) 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.
 - 10) The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
 - 11) All of the insurance shall be provided on policy forms and through companies satisfactory to the Authority.
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.

- a) **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:
- 1) The 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, the 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 the Consultant's insurance.
 - 2) 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, the Consultant shall provide or shall cause a sub-consultant to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
 - 3) The Consultant is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The 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.
 - 4) 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 the Consultant, its employees, agents and sub-consultants.
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.
- a) Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of contracted work.

- b) 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 i) 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.
4. Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Consultant, and such deductibles and retentions shall have the prior written consent from the Authority.
- a) At the election of the Authority, the 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.
 - b) 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.
5. Minimum Policy Limits Required - The Consultant shall maintain limits no less than the following:
- a) 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.
 - b) Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
 - c) 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.
 - d) Workers Compensation and Employers Liability - One million dollars (\$1,000,000) per occurrence.

- e) Professional Liability - One million dollars (\$1,000,000) per claim and \$2,000,000 annual aggregate.
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.
7. Evidence Required - Prior to execution of the agreement, the 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.
- a) Such evidence shall also include the following:
 - 1) Attached additional insured endorsements with primary & non-contributory wording for each policy
 - 2) Workers' Compensation waiver of subrogation
 - 3) 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.
8. Continuation of Coverage - The 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, the 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.
9. Sub-Consultants - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above. The 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.
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.

N. Indemnification

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 the 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.
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 the 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 the Consultant's proportionate percentage of fault.

O. 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.

P. Termination or Abandonment

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 the 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 the 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 the 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. The Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

2. The 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 the Consultant.

Q. Organization

The 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.

R. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

Authority:

SWEETWATER AUTHORITY
744 F Street
Chula Vista, CA 91910

Attn: ****CLICK & TYPE MANAGER****

Consultant:

****CLICK & TYPE COMPANY****
****CLICK & TYPE ADDRESS****

Attn: ****CLICK & TYPE CONTACT****

and shall be effective upon receipt thereof.

S. Job Site Responsibility

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. The 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.

T. 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.

U. Third Party Rights

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

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

SWEETWATER AUTHORITY:

CONSULTANT:

By: _____
Carlos Quintero
General Manager

By: _____
[**CLICK & TYPE NAME**]
[**CLICK & TYPE TITLE**]

Approved as to form:

Paula C. P. de Sousa Mills
Legal Counsel
SWEETWATER AUTHORITY

[**CLICK & INSERT FILENAME & PATH**]

EXHIBIT "A"
SCOPE OF WORK

[CLICK & INSERT PROPOSED SCOPE OF WORK**]**

EXHIBIT "B"
SCHEDULE OF CHARGES

EXHIBIT "C"
ACTIVITY SCHEDULE

ATTACHMENT B - Understanding of RFP Procedure, Terms and Conditions

This page shall be returned with qualifications submission.

I acknowledge that I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant Team: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date: _____