



REQUEST FOR PROPOSALS
(May 19, 2016)

TO PROVIDE

HYDROGEOLOGIC, GROUNDWATER SUPPLY, TREATMENT, AND BRINE
MANAGEMENT PLANNING SERVICES

FOR THE

SAN DIEGUITO VALLEY BRACKISH GROUNDWATER DESALINATION STUDY

PROPOSALS DUE:

July 8, 2016, 2:00 P.M.

OLIVENHAIN MUNICIPAL WATER DISTRICT

Joseph Randall

Customer Services Manager

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Olivenhain Municipal Water District

San Dieguito Valley Brackish Groundwater Desalination Study

Request for Proposals – Hydrogeologic, Groundwater Supply, Treatment, and Brine Management Planning Services

1. INTRODUCTION

Olivenhain Municipal Water District has been awarded a 2015 Water Desalination Grant from the State of California, Department of Water Resources to complete the San Dieguito Valley Brackish Groundwater Desalination Study. OMWD expects to have a funding agreement in place in the near future. OMWD will retain a consultant to complete the Feasibility Study. The Study Area is shown in Figure 1 (attached hereto as Exhibit A). The consultant will be provided with the references listed at the end of this RFP.

The key objectives of the Study include:

- Determine the groundwater use in the Valley, the recharge, the water balance, and the amount of groundwater that can be pumped by OMWD on a sustainable basis. Specifically, can the basin provide at least 1.4 million gallons per day (1,600 acre-feet per year) of raw water without adverse impacts to other wells or the environment?
- Determine the role that the three Community Services Districts' effluent percolation plays in the groundwater basin recharge.
- Determine the historical, current, and future range of groundwater qualities. This information will support an investigation into treatment and brine management technologies and permitting challenges.
- Determine locations for well fields, provide well locations and raw water collection systems, and estimate the costs to design, construct, operate, and maintain.
- Review previous treatment planning work. Select and layout treatment processes to produce potable water from brackish groundwater. Estimate design, construction, operation, maintenance, and replacement costs.
- Review previous brine management planning work. Review and recommend a brine management approach and estimate the design, construction, operation, and maintenance costs.

2. OLIVENHAIN MUNICIPAL WATER DISTRICT

OMWD serves approximately 84,000 people through approximately 22,000 potable water connections in a 48-square-mile area that includes portions of the unincorporated County of San Diego, and the cities of Carlsbad, Encinitas, Solana Beach, San Marcos, and San Diego. OMWD's mission statement is to serve present and future customers in a service-oriented manner by:

Water – Providing safe, reliable, high-quality drinking water while exceeding all regulatory requirements in a cost-effective and environmentally responsive manner.

Recycled Water/ Wastewater – Providing recycled water and wastewater treatment in the most cost-effective and environmentally responsive method.

Parks – Safely operating the Elfin Forest Recreational Reserve and providing users with a unique recreational, educational, and environmental experience.

Emergency Management – Complying with policies and procedures that adhere to local, state, and federal guidelines for national security and disaster preparedness.

Sustainable Operations – Pursuing alternatives and/or renewable resources with the most sustainable, efficient, and cost-effective approach.

3. BACKGROUND

With no potable water supplies of its own, OMWD is 100-percent reliant on purchases of imported water from the local water wholesaler, San Diego County Water Authority,) to meet the potable water demands of its service area. These purchases include treated water that OMWD delivers directly to its customers, as well as raw water that OMWD treats at its membrane filtration plant and then delivers to its customers. The absence of its own local water supply means that OMWD's water supply is susceptible to forces outside of its control. With rising costs, decreasing availability, and uncertain future reliability of this purchased water supply, OMWD faces the same imperative as many other Southern California agencies – develop its own local potable water supply to achieve long-term reliability, economy, and sustainability.

OMWD has previously studied the San Dieguito Valley Groundwater Basin (Hargis, et al., 2004) for an aquifer storage and recovery project that would provide an irrigation supply, offsetting potable water demands. This project was not implemented. A recent study (Stoney-Miller, 2014, available at www.olivenhain.com/sandieguito) reviewed previous investigations, updated water well levels and water quality information, and estimated extraction rates

and water quality. This study also obtained and evaluated groundwater models developed by CH2MHill in 1995 and Hargis in 2004 and they will be available to the selected consultant. There are a large number of background documents available and in preparing their proposal, it is recommended that the consultants review the 2014 Stoney-Miller Study, at a minimum. Several of the more relevant references can be found at www.olivenhain.com/sandieguito.

The proposed project would build upon those studies and others to develop a potable supply, using an increment of groundwater beyond that currently used by existing groundwater pumpers, while maintaining the basin in a safe-yield, sustainable equilibrium. Existing uses for the groundwater supply in the basin include golf course irrigation, agriculture, dust control, and other non-potable uses.

Carollo (2010) and DLM Engineering (2013) have completed planning work related to the treatment of brackish groundwater from the San Dieguito and San Elijo Valleys.

The project study area is the groundwater basin in San Dieguito Valley (Figure 1.) The study area is within the boundaries of the City of San Diego and unincorporated area of the County of San Diego. OMWD, the City of San Diego, and Santa Fe Irrigation District provide water service to portions of the San Dieguito Valley. Sanitary sewer services are provided by the City of San Diego, and the Rancho Santa Fe, Whispering Palms, and Fairbanks Ranch Community Services Districts. Three non-governmental organizations are significant stakeholders in the Valley; the San Dieguito River Park Joint Powers Authority, the San Dieguito River Valley Conservancy, and the Friends of San Dieguito River Valley.

The project is anticipated to include the following facilities:

- **Wellfield** – A series of wells and pumps that will provide a minimum 1.4 million gallons per day of raw water supply, equal to approximately 1,000 gallons per minute, or 1,600 acre-feet per year.
- **Raw Water Pipelines** – Pipelines to collect and convey the raw water supply to a treatment facility.
- **Brackish Groundwater Desalination Plant** – A minimum 1.0 mgd reverse osmosis desalination plant to reduce the total dissolved solids in the brackish groundwater to potable water levels which meet or exceed all Federal and California primary and secondary drinking water standards. The plant will also incorporate pre-treatment, including possibly iron and manganese removal, and post treatment, including disinfection. The plant will have product water storage

facilities (clearwell) that will also provide for chlorine disinfection (for multiple barrier treatment) and chlorine contact time compliance requirements prior to the delivery into OMWD's distribution system.

- **Product Water Pump Station and Pipeline** – These will be sized to deliver a minimum of 1 mgd of product water into OMWD's distribution system.
- **Brine Management Facilities** – Sized to manage approximately 0.4 mgd (280 gpm) of brine.

4. OMWD PROJECT MANAGEMENT, AND PREVIOUS STUDIES

The project will be managed by Joseph Randall, OMWD's Customer Services Manager. He will be assisted in the day-to-day activities by Don MacFarlane of DLM Engineering, Inc. Dave Smith, OMWD's Operations Manager, and John Onkka, OMWD's Recycled Water Programs Supervisor will provide assistance based on their experience with brackish groundwater desalination, and George Briest, OMWD's Engineering Manager will also provide technical assistance. Dr. John Foster of Stoney-Miller Consultants will provide support related to hydrogeology.

OMWD and others have completed previous studies in the Valley and a partial listing of references is included at the end of this RFP.

5. SCOPE OF SERVICES

OMWD prepared the scope of services included at the end of this RFP as a part of the grant application. This scope has been approved by DWR. A brief summary of the scope is provided below:

TASK 1: DATA COLLECTION AND REVIEW

Collect and review readily available basic data needed for the study including precipitation records, runoff records, well construction logs, pumping records, recharge records, groundwater levels, and groundwater quality records.

TASK 2: HYDROGEOLOGIC INVESTIGATION

Prepare an updated water balance for the groundwater basin. Conduct geophysical surveys to determine if the groundwater basin configuration and depths to confining clay layers and bedrock included in the existing model are consistent with the revised data and conceptual model. Update the groundwater model, and use it to evaluate potential extraction points and water quality.

Estimate the basin safe yield and determine if there is an increment of water that can be extracted from the basin without adversely affecting existing users.

TASK 3: WELL FIELD AND RAW WATER COLLECTION ALTERNATIVES

Develop well field and raw water collection alternatives. Layout and size the wells, pumps, electrical, and pipelines to deliver raw water to potential plant sites. Estimate the design, construction, operation, and maintenance costs.

TASK 4: TREATMENT PLANT PLANNING AND SITING

Update the previous treatment plant planning to include alternative processes that may be required to treat source waters and meet regulatory requirements. Update site plans. Update design, construction, operation, and maintenance cost estimates. Identify and evaluate potential treatment plant sites and estimate land costs.

TASK 5: BRINE MANAGEMENT ALTERNATIVES

Evaluate the feasibility of brine management options including concentration through high-recovery membranes, multiple passes, or evaporation, disposal to local sewers, conveyance to the San Elijo Joint Powers Authority ocean outfall, the development of regional brine pipelines, and delivery to San Dieguito Lagoon. Update previous work on evaporation approaches. Meet with lagoon management, discuss the project, and determine if a brine discharge is possible and under what conditions. Prepare modeling of the lagoon to determine recommended discharge points for brine. OMWD will retain Dr. Scott Jenkins for this work, if needed, and will compensate him separately. Do not contact the lagoon or river valley stakeholders.

TASK 6: PRODUCT WATER CONVEYANCE AND DISTRIBUTION SYSTEM INTEGRATION

Run OMWD's distribution system hydraulic model to determine points in the system where the product water can be introduced. The objective is to add the water to OMWD's lowest adjacent pressure zone to minimize pumping and energy usage. Evaluate integration issues related to blending of new desalinated source water quality and chemistry into the existing OMWD distribution system,

and the need for blending prior to integration. OMWD will also consider delivering the water to a neighboring district to conserve energy. OMWD will retain Infrastructure Engineering Corporation to provide hydraulic modeling of OMWD's distribution system and will compensate them separately.

TASK 7: PUBLIC OUTREACH AND STAKEHOLDER INVOLVEMENT PROGRAM (BY OMWD)

OMWD intends to be open and transparent about the objectives and results of this study. Early in the project, public meetings will be held in the valley communities to explain the project and collect input. The public will also be kept aware of the project via features in OMWD's customer newsletter and on its website.

TASK 8: EVALUATION OF REGULATORY AND PERMITTING REQUIREMENTS

Update the permit matrix created previously for San Elijo Valley to address regulatory requirements and permits that are specific to the San Dieguito Valley. Evaluate the need for a Basin Management Plan.

TASK 9: BRIEF ENVIRONMENTAL ASSESSMENT

Review the environmental impact report that was prepared for the aquifer storage and recovery project. Prepare a brief environmental assessment of the impacts of project facilities, and potential mitigation measures.

TASK 10: DEVELOPMENT OF LONG LIST ALTERNATIVES, SCREENING, AND ECONOMIC ANALYSIS

Assemble the components into a series of alternatives that meet the project objectives. Prepare an economic analysis of the shortlisted alternatives and calculate the unit cost of water.

TASK 11: FEASIBILITY STUDY REPORT

Assemble the chapters prepared previously and prepare a draft feasibility study report in accordance with DWR's "Final 2014 Water Desalination Proposal

Solicitation Package”, Exhibit E (attached hereto as Exhibit B). Conduct a technical and peer review of the report. Prepare a final draft for review by DWR. Incorporate DWR comments and prepare the final report.

TASK 12: PROJECT MANAGEMENT

Conduct administrative services to complete the project within budget and on schedule; monitor, supervise and review all work; coordinate with DWR.

6. PROPOSED MODIFICATIONS TO THE APPROACH/ SCOPE OF SERVICE

OMWD is interested in the consultant’s creative ideas to improve the scope of services and they should be clearly identified in the proposal. Any modifications will need to be approved by OMWD and DWR.

7. AVAILABLE BUDGET

The budget for these services is listed below and is funded equally by OMWD and DWR. OMWD will consider proposed reallocations and/or additions to the budget but the benefit must be clearly demonstrated and DWR has no obligation to share in the cost.

1. Data Collection	\$ 18,840
2. Hydrogeologic Investigation	\$ 130,300
3. Well Field and Raw Water Collection	\$ 12,120
4. Treatment Plant Planning	\$ 54,100
5. Brine Management Alternatives	\$ 60,080
6. Product Water Conveyance	\$ 28,500
7. Public Outreach, Community Involvement	\$ 0
8. Regulatory & Permitting	\$ 7,960
9. Brief Environmental Assessment	\$ 10,390
10. Screening, Economic Analysis	\$ 34,980
11. Feasibility Study Report	\$ 37,600
12. Project Management	<u>\$ 39,240</u>
Total	\$ 434,110

8. OMWD FURNISHED SERVICES

OMWD will manage the overall project and coordination with DWR.

OMWD will furnish copies of project reports and related materials. Materials provided by OMWD or developed by the consultant during the duration of the project shall be returned to OMWD upon the completion of services.

OMWD staff will be available to answer questions regarding the project at any time during all phases of the work.

9. SPECIAL CONSIDERATIONS

The consultant shall schedule their services in a manner which will provide the necessary, timely services required to produce the Study Report in accordance with the schedule. A schedule will be provided once the funding agreement is finalized.

10. STATEMENT OF PROPOSAL

Written proposals are to include as a minimum a description of the proposed project manager and team, and their qualifications, the approach to the project, and the firm's experience in similar work.

The proposals should be concise, well organized, and should demonstrate the responder's qualifications and experience that is related to the project. Responders will be evaluated based on the information submitted according to the following.

Executive Summary

Include a short summary of the entire proposal describing the highlights.

Identification of Responder

- Legal name and address of company.
- Legal form of company (partnership, corporation, joint venture, etc.). If the company is a joint venture, identify the members of the joint venture and provide all information required under this section for each member. If company is a wholly owned subsidiary of a "parent company," identify the "parent company."
- Number of years that the company has maintained a local office.
- Number of employees in the office.
- Name, title, address, and telephone number of person to contact concerning the proposal.
- Name, title, address, and telephone number of person who will sign the agreement if selected for the project.

Project Team, Project Organization, and Key Personnel

An organization chart and proposed staffing plan, based upon the scope of work, estimated project schedules, showing personnel by title, position, and name.

Staff shown in the proposal will be assumed to be available for the duration of the contract.

Describe the specific qualifications and capabilities of the designated project manager and support staff. The proposal should identify all individuals who will perform and oversee work on this project. Indicate the role and responsibilities of the prime consultant and all subconsultants. Key personnel assigned to the project shall not be reassigned without prior approval and the consultant shall request approval of OMWD before any new personnel are assigned to the project. OMWD reserves the right to reject or remove personnel performing services in this contract in its sole discretion.

Proposed Approach to Accomplish the Work

Provide a description of the project including any recommended changes. Describe your approach to the scope of work. Describe any suggested enhancements or additions to the scope and creative ideas for accomplishing the project objectives.

Experience

Describe the firm's experience in completing similar consulting efforts. List at least three successfully completed similar projects, and include the following information about the client for each project: the client's name, Project Manager/contact person, and phone numbers. Also describe the type of work performed and value of consulting contract. OMWD will consider consulting projects currently being performed.

Statement on Conflicts of Interest

The consultant shall submit a statement verifying that personal and organizational conflicts of interest prohibited by law do not exist, in conformance with OMWD's Standard Agreement for Professional Services (attached hereto as Exhibit C). Any documentation required by OMWD shall be submitted by the consultant and all sub-consultants.

11. SUBMITTAL REQUIREMENTS

One executed original, clearly marked on the cover, and five additional copies of the proposal shall be submitted together with the proposal in electronic format (PDF) on disk or flash drive. The proposals shall not exceed twenty pages, excluding front and back cover, dividers, resumes, and organizational chart. The proposals shall be signed by an individual or individuals authorized to execute legal documents on behalf of the consultant. Proposals and/or modifications thereto received subsequent to the hour and date specified herein will not be considered. **The proposal must be received no later than 2:00 p.m. PDT, on July 8, 2016, delivered to the office of:**

OLIVENHAIN MUNICIPAL WATER DISTRICT

ATTN: Joseph Randall

Customer Services Manager

1966 Olivenhain Road

Encinitas, CA 92024

12. PRE-SUBMITTAL ACTIVITIES

Questions concerning this Request for Proposals should be directed in writing by email to:

OLIVENHAIN MUNICIPAL WATER DISTRICT

ATTN: Joseph Randall

Customer Services Manager

1966 Olivenhain Road

Encinitas, CA 92024

jrandall@olivenhain.com

No pre-submittal meeting is planned to be held on this RFP; however, individual meetings with consultant teams may be scheduled if time permits with OMWD staff and at the sole discretion of OMWD.

OMWD reserves the right to revise the RFP before the date that proposals are due. Revisions to the RFP will be mailed or emailed to all potential proposers. OMWD reserves the right to extend the date by which the proposals are due.

13. CONSULTANT NOMINATION AND SELECTION PROCESS

A Consultant Selection Panel will be established for this project and will include representatives from OMWD, and if deemed in OMWD's best interests, other persons from outside OMWD qualified to evaluate the proposals. The panel may include Kim Thorner, Joseph Randall, Don MacFarlane, George Briest, Dave Smith, John Onkka, and Dr. John Foster. The panel will evaluate the proposals based on the information submitted.

Based on the proposals received, OMWD will likely interview selected firms but is not obligated to. The interview will focus on the project and approach and will give OMWD a chance to get to know the consultant team. OMWD will rank the

finalists based on the qualifications and the interview and select the successful consultant.

OMWD will then enter into negotiations with the selected firm. The Scope of Work provided in the proposal will be used as a basis for contract negotiations. Negotiations will cover: Scope of Work, contract terms and conditions, and price. If OMWD is unable to reach an acceptable agreement with the selected firm, OMWD will terminate negotiations with the selected firm and negotiations with the second ranked firm will be initiated.

After negotiating a proposed agreement that is fair and reasonable, the negotiating team will recommend to the General Manager that OMWD enter into the proposed agreement. The General Manager will make the final recommendation to OMWD's Board of Directors concerning the proposed agreement. Final authority to approve the agreement rests with OMWD's Board of Directors. A contract is expected to be presented to the Board of Directors for consideration at their August 17, 2016 meeting.

14. EVALUATION CRITERIA

The proposals will be evaluated based on the minimum following criteria. Other factors may be taken into account by OMWD during review.

14.1 Project Manager and Team Qualifications (40%)

- Specialized Qualifications of the Project Manager
- Specialized Qualifications of the Team
- Involvement and commitment of key personnel
- Feasibility of proposed schedule and ability to perform within schedule with assigned staff
- Current depth of technical expertise in firm

14.2 Approach to Work (35%)

- Understanding of project and objectives
- Responsiveness to issues identified in RFP
- Level of details discussed
- Other issues not addressed in RFP but deemed essential to the effective conduct of the project
- Activities well-coordinated
- Demonstrated timing to meet schedule
- Flexibility to changes in scope and schedule
- Provisions for technical and quality control

14.3 Project Experience (25%)

- Performance on similar projects

- Experience in the San Dieguito Valley
- Proven specialization of the firm on similar projects
- Experience with DWR and State Water Resources Control Board

15. SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

OMWD anticipates that the process for nominating and selecting a consultant, and awarding the contract, will be according to the following tentative schedule:

• Issue RFP, Week of	May 16, 2016
• Proposals Due	July 8, 2016
• Interviews, Week of	July 18, 2016
• Notification of Selection and Completion of Contract Negotiations	August 3, 2016
• Board Consideration of Award	August 17, 2016
• Notice to Proceed	August 18, 2016

16. SPECIAL CONDITIONS

This RFP does not commit OMWD to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of OMWD and are public records, and as such may be subject to public review.

OMWD reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to selection schedule, submittal date, and submittal requirements. OMWD reserves the right to reject all proposals and terminate the project. If OMWD cancels or revises the RFP, rejects all proposals, or terminates the project, all proposers will be notified in writing by OMWD.

OMWD reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

The selected consultant will be required to sign an Agreement for Professional Services and to provide the Insurance Certificates and all other required documentation within 10 calendar days of notification of selection.

Proposals are due July 8, 2016 at 2:00 pm.

17. COMPLETE SCOPE OF SERVICES (from DWR Grant Application)

TASK 1: DATA COLLECTION AND REVIEW

Description of work: Collect and review readily available basic data needed for the study including precipitation records, runoff records, well construction logs, pumping records, recharge records, groundwater levels, and groundwater quality records. Data collection will focus on that amassed since completion of the earlier reports.

Data collected, deliverables: An appendix to the feasibility study report.

Meetings: USGS, City and County of San Diego, and private well owners.

Assumptions: Well logs and records collected in the earlier reports are still available to the project team.

TASK 2: HYDROGEOLOGIC INVESTIGATION

Description of work: Using the data collected in Task 1, along with the previous studies, prepare an updated water balance for the groundwater basin. Include an assessment of the current use of recycled water.

If necessary, conduct geophysical surveys to determine if the groundwater basin configuration and depths to confining clay layers and bedrock included in the existing model are consistent with the revised data and conceptual model.

Update the groundwater model, if necessary, and use it to evaluate potential extraction points and water quality. Prepare a brief description of water rights in the basin. Prepare a preliminary source water assessment. Estimate the basin safe yield and determine if there is an increment of water that can be extracted from the basin without adversely affecting existing users.

Deliverables: Prepare a report chapter with results from the water balance, water chemistry, geophysical study, basin safe yield estimate, and modeling evaluation of the impacts to the aquifer of long-term pumping.

Meetings: Numerous meetings are planned through Task 2.

Assumptions: Access agreements for the geophysical survey will be able to be obtained. The model will be able to be updated with the existing information and successfully recalibrated.

TASK 3: WELL FIELD AND RAW WATER COLLECTION ALTERNATIVES

Description of work: Based upon Task 2, develop well field and raw water collection alternatives. Layout and size the wells, pumps, electrical, and pipelines

to deliver raw water to potential plant sites. Estimate the design, construction, operation, and maintenance costs.

Deliverables: Prepare a report chapter and maps showing the alternatives.

Meetings: No meetings are planned.

Assumptions: Task 2 findings indicate that at least 1,600 AFY of brackish groundwater is available.

TASK 4: TREATMENT PLANT PLANNING AND SITING

Description of work: Update the previous treatment plant planning to include alternative processes that may be required to treat source waters and meet regulatory requirements. Update site plans. Update design, construction, operation, and maintenance cost estimates. Identify and evaluate potential treatment plant sites and estimate land costs.

Deliverables: Prepare a report chapter, site plans, and cost estimates.

Meetings: No meetings are planned. Discussion of the results of this task will be combined into another meeting.

Assumptions: Existing plans will not require extensive revision.

TASK 5: BRINE MANAGEMENT ALTERNATIVES

Description of work: Evaluate the feasibility of brine management options including concentration through high-recovery membranes, multiple passes, or evaporation, disposal to local sewers, conveyance to the San Elijo Joint Powers Authority ocean outfall, the development of regional brine pipelines, and delivery to San Dieguito Lagoon. Update previous work on evaporation approaches. Meet with lagoon management, discuss the project, and determine if a brine discharge is possible and under what conditions. Prepare modeling of the lagoon to determine recommended discharge points for brine.

Deliverables: Schematic facility plan for each alternative, capital, and operation and maintenance costs.

Meetings: Meetings are planned with San Elijo Joint Powers Authority, City of San Diego, San Dieguito River Park Joint Powers Authority, and Southern California Edison.

Assumptions: Sufficient recent groundwater quality data are available to estimate the potential quality of the plant effluent.

TASK 6: PRODUCT WATER CONVEYANCE AND DISTRIBUTION SYSTEM INTEGRATION

Description of work: Run OMWD's distribution system hydraulic model to determine points in the system where the product water can be introduced. The objective is to add the water to OMWD's lowest adjacent pressure zone to minimize pumping and energy usage. Evaluate integration issues related to the blending of a new desalinated source water quality and chemistry into the existing OMWD distribution system and the need for blending prior to integration. OMWD will also consider delivering the water to a neighboring district, to conserve energy.

Deliverables: Prepare schematic facility plans for a pump station and pipeline to deliver water from the plant to the distribution system. Estimate design construction, operation, and maintenance costs. The results will be presented in a feasibility study chapter.

Meetings: No meetings are planned. Discussion of the results of this task will be combined into another meeting.

Assumptions: None.

TASK 7: PUBLIC OUTREACH AND STAKEHOLDER INVOLVEMENT PROGRAM

Description of work: OMWD intends to be open and transparent about the objectives and results of this study. Early in the project, public meetings will be held in the valley communities to explain the project and collect input. The public will also be kept aware of the project via features in OMWD's customer newsletter and on its website.

Deliverables: Letters of support from governmental and non-governmental agencies; a variety of informational materials for public consumption including project descriptions, maps, and fact sheets.

Meetings: Individual meetings will be held with the San Dieguito River Park JPA, the San Dieguito River Valley Conservancy, the Friends of the San Dieguito River Valley, public agency stakeholders, and private groundwater users. Additional public meetings will be scheduled to provide updates on progress and results.

Assumptions: None.

TASK 8: EVALUATION OF REGULATORY AND PERMITTING REQUIREMENTS

Description of work: Update the permit matrix created previously for San Elijo Valley to address regulatory requirements and permits that are specific to the San Dieguito Valley. Evaluate the need and process for establishing a Basin Management Plan. Describe the process and requirements for updating OMWD's Drinking Water and NPDES Permits.

Deliverables: A chapter for the feasibility study report including the permit matrix.

Meetings: Meet with and collect application submittal requirements, fees, and approval processes for the regulatory agencies.

Assumptions: None

TASK 9: BRIEF ENVIRONMENTAL ASSESSMENT

Description of work: Review the environmental impact report that was prepared for the aquifer storage and recovery project. Prepare a brief environmental assessment of the impacts of project facilities, and potential mitigation measures.

Deliverables: Prepare a chapter for the feasibility study report.

Meetings: No meetings are planned.

Assumptions: The revised project has sufficient common elements to enable it to support the preparation of the environmental assessment.

TASK 10: DEVELOPMENT OF LONG LIST ALTERNATIVES, SCREENING, AND ECONOMIC ANALYSIS

Description of work: Assemble the components into a series of alternatives that meet the project objectives. Develop screening criteria including cost, environmental impact, public acceptance, regulatory requirements, and implementation considerations. Develop weighting for the various criteria and screen the alternatives through a matrix analysis. Adjust the weighting and review the sensitivity. Prepare an economic analysis of the shortlisted alternatives and calculate the unit cost of water. Revise the matrix analysis utilized in the previous task and identify a preferred alternative.

Deliverables: A chapter for the feasibility study report including a map showing the long list alternative facilities, a description of the preferred alternative, and how it was selected.

Meetings: No meetings are planned.

Assumptions: Data acquisition in the preceding tasks provides sufficient detail to enable completion of Task 10.

TASK 11: FEASIBILITY STUDY REPORT

Description of work: Assemble the chapters prepared previously and prepare a draft feasibility study report in accordance with DWR's "Final 2014 Water Desalination Proposal Solicitation Package", Exhibit E. Conduct a technical and peer review of the report. Prepare a final draft for review by DWR. Incorporate DWR comments and prepare the final report.

Deliverables: An electronic version and two hard copies of the draft and final reports.

Meetings: Meet with the project team and DWR to review report comments.

Assumptions: None.

TASK 12: PROJECT MANAGEMENT

Description of work: Conduct administrative services to complete the project within budget and on schedule; monitor, supervise and review all work; coordinate with DWR.

Deliverables: Invoices; quarterly reports; meeting agendas, minutes, and sign-in sheets. Participation in teleconferences, generation of e-mail correspondence; and reporting status in electronic Grants Review and Tracking System. One hard copy and a pdf of the quarterly report will be provided within 30 days of the end of the quarter.

Meetings: No meetings are planned. DWR and OMWD will coordinate primarily via phone calls and e-mail.

Assumptions: None.

18. REFERENCES

1. Bradshaw, J. and Browning, B. and Smith, K. and Speth, J., 1976. The Natural Resources of Agua Hedionda Lagoon.
2. Brown and Caldwell, 2012, San Diego Recycled Water Study. City of San Diego, Public Utilities Department.
3. Bull, Charles S., 1981, Another Look At An Old Lagoon: Geological Investigations of The San Diego Coastal Plains, San Diego Association of Geologists Field Trip Guide, p. 25-32.
4. Carlberg, J. M., (no date), An Inventory of the Flora and Fauna of San Elijo Lagoon, with Measurements of the Physical and Chemical Parameters Affecting their Distribution, Report the California Department of Fish and Game, Region 5.

5. California Department of Natural Resources, Division of Mines and Mining, January 1928, Summary of Operations California Oil Fields, v. 13, No. 7, p. 54.
6. California Environmental Resources Evaluation System (CERES) http://ceres.ca.gov/wetlands/geo_info/so_cal/san_elijo.html
7. Carollo, January 2010, Opportunities and Constraints Analysis of the Eastern San Elijo Lagoon/Western Escondido Creek and the San Dieguito Groundwater Basin: Technical Memorandum 1-Preliminary Water Quality Investigations, prepared for Olivenhain Municipal Water District, 28 p.
8. Carollo (Draft Undated), Opportunities and Constraints Analysis of the Eastern San Elijo Lagoon/Western Escondido Creek and the San Dieguito Groundwater Basin: Non-Technical (Jurisdictional, Environmental, Permitting and Regulatory) Implementation Issues, prepared for Olivenhain Municipal Water District, 28 p.
9. Carollo, May 2010, Opportunities and Constraints Analysis of the Eastern San Elijo Lagoon/Western Escondido Creek and the San Dieguito Groundwater Basin: Treatment Process Evaluation and Site Selection Technical Memorandum 3, prepared for Olivenhain Municipal Water District, 28 p.
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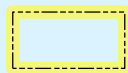


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Exhibit A: Figure 1

Figure 1
Study Area

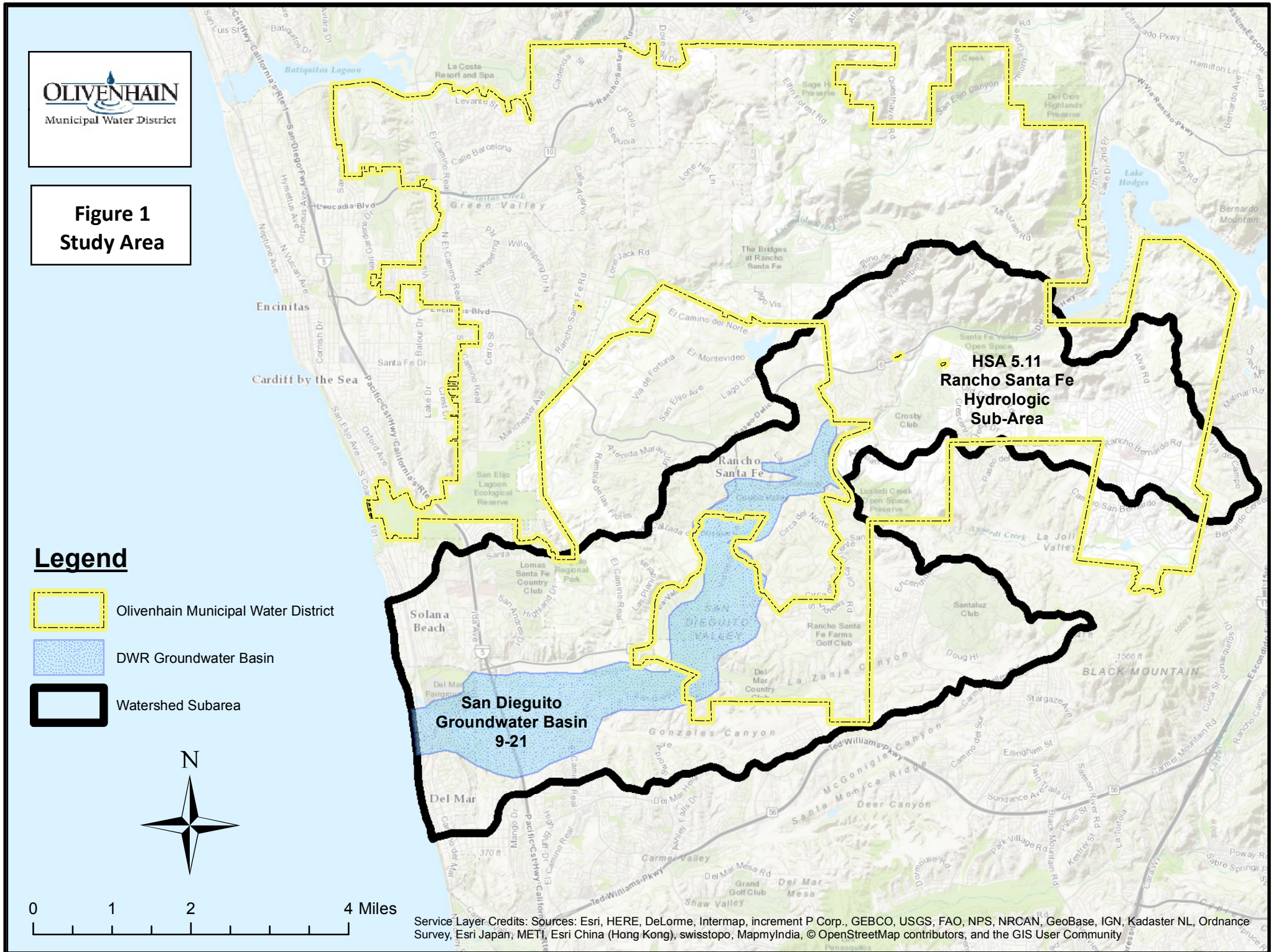
Legend

-  Olivenhain Municipal Water District
-  DWR Groundwater Basin
-  Watershed Subarea



0 1 2 4 Miles

Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



**Exhibit B: Exhibit E of the Final 2014 Water Desalination Proposal Solicitation
Package**

EXHIBIT E

FINAL REPORT DOCUMENTATION

The final report documenting Desalination Grant projects of any category are to be submitted to DWR within 6 months of project completion. The final report provides a record of the project and its results. It is a comprehensive standalone document which will serve as a resource for large audiences including State agencies, water agencies and industry, as well as the general public. Submission of an approved final report allows DWR to proceed with the closeout of the grant in good standing. Reimbursement of any portion of the grant can be withheld pending the completion and submission of a satisfactory final report to DWR.

If the final report for the project is a feasibility study, see Exhibit J for additional guidance.

One copy of the DRAFT final report is to be submitted to DWR. Once DWR staff has reviewed and approved the DRAFT, provide to DWR (Sacramento) **two** hard copies of the **approved final** only and one electronic copy.

There is no required format for the final report. The outline provided below provides grantees guidance on the information to be included in the final report. The final report should include the following main sections and information:

Section 1: Project Information

- Project Category
- Project Title
- Start / End Dates
- General Location Map
- Project Map
- Grantee Information
- Cooperating/Contribution/Participating Organization and Role
- Contact Person Information
- Grant Awarded
- Total Cost of the Project

Section 2: Executive Summary

Provide a brief summary of your project, its purpose, and a short description of your main findings/accomplishments.

Section 3: Goals and Objectives of the Project

Section 4: Project Implementation

- Describe project tasks/activities, implementation methods, procedures.
- Refer to the initially proposed project tasks and planned activities and outline those that were implemented.
- Likewise, outline those that were not implemented and explain the underlying reasons thereof.

Section 5: Project Results

- List/describe the results that were obtained from the activities illustrated above.
- Assess the success of meeting each objective identified in the proposal, as initially approved or later modified. Present your project results in an accessible way. (Tables,

- graphs and other figures representing your data are excellent ways to summarize data and present them.)
- If applicable, provide desalinated water capacity achieved and the associated unit costs.

Section 7: Project Deliverables

List the deliverables and materials produced during your project (publications, brochures, manuals, posters, patents, technology licensing, audio or audio-visual media, CD-ROM, website...). Please submit copies of such deliverables whenever possible.

Section 6: Dissemination / Outreach Activities

Describe the type of outreach performed, including presentations of the project to the public, conferences, workshops, coordination with various stakeholders, tours, and ways used to disseminate project results and information.

Section 8: Conclusions / Lessons Learned

Discuss the results of the project, problems encountered, and lessons learned. If possible include recommendations for future similar work and potential practical applications of the results.

Section 9: Final Financial Statement

Include pertinent budget information including comparison of actual expenditures with the original spending plan. Include expenditures from the grant funds as well as the local share match expenditures

Exhibit C: OMWD's Standard Agreement for Professional Services

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE OLIVENHAIN
MUNICIPAL WATER DISTRICT AND XXXXXXXXXXXX FOR XXXXXXXXXXXX
CONSULTING SERVICES FOR XXXXXXXXXXXX PROJECT**

This Agreement is entered into by and between the Olivenhain Municipal Water District, a Municipal Water District organized and operating pursuant to Water Code Sections 71000 *et seq.* (hereinafter the District) and XXXXXXXXXXXX, an xxxxxxxx company, (hereinafter “XXXXXXXXXX”).

R-E-C-I-T-A-L-S

1. The District is a public agency organized and operating pursuant to Water Code Sections 71000 *et seq.*, which provides water and sewer service within certain areas of Northern San Diego County.

2. The District is involved in a project to (include description of project).

3. XXXXXXXXXXXX is a licensed environmental consulting firm operating in the State of California with expertise in xxxxxxxxxxxxxxxxx.

4. The District desires to retain XXXXXXXXXXXX to provide the services necessary for preparation of xxxxxxxxxxxx for the project. The services to be provided by XXXXXXXXXXXX are more particularly described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by reference.

C-O-V-E-N-A-N-T-S

1. Services to Be Performed. XXXXXXXXXXXX agrees to perform all work and services in strict accordance with the work described in the cost proposal attached hereto as Exhibit “A” and incorporated herein by reference. All work performed by XXXXXXXXXXXX shall be subject to review and approval by the District. The District shall have no obligation to approve any work found defective by the District, in its sole discretion.

2. Correction of Defective Work. XXXXXXXXXXXX agrees to correct all labor or materials found defective by the District at its sole cost and expense. All work found defective

by the District shall be corrected in the time specified by the District by written notice to XXXXXXXXXX.

3. Price for Work. XXXXXXXXXX agrees to perform all work described in Exhibit “A” for a total price not to exceed \$_____. No increase in this price shall be allowed without the express written consent of the District. The District shall have no obligation to grant this consent and may deny consent to any price increase, in its sole discretion.

4. Payment for Work. XXXXXXXXXX shall bill the District monthly for all labor and materials provided during the previous month. All invoices shall include a complete description of all work completed during the previous month including the hours and costs of each person performing the work and shall also include a detailed description of progress to date for each task of work described in Exhibit “A”. All invoices shall be subject to review and approval by the District, in its sole discretion. Fees and costs approved by the District will be paid by the District within thirty (30) days from receipt of a written invoice containing all of the information required by this paragraph. The District shall have no obligation to pay for any work not expressly approved by the District. XXXXXXXXXX shall promptly provide the District with any additional information requested by the District from time to time to support any invoices that have been received. The District shall have the right, at any time, to audit the books and records of XXXXXXXXXX to verify any items invoiced to the District. XXXXXXXXXX agrees to provide the District with any information requested by the District by no later than seven (7) days following receipt of a written request for this information from the District.

5. Extra Work. The District may request additional work or services from XXXXXXXXXX from time to time, as the District shall determine, in its sole discretion. XXXXXXXXXX shall not commence any extra work without a written Request for Additional Work expressly approved by the District in writing. Work performed by XXXXXXXXXX without an approved Request for Additional Work signed by the District will not be paid for by the District. In the event the District determines that additional work is justified, the parties shall agree on the additional work to be performed and the price to be paid for this additional work

prior to commencement of any additional work by XXXXXXXXXX. It is understood by the parties that XXXXXXXXXX shall not be entitled to any payment for extra work unless the District determines that it desires extra work to be performed and a written Request for Additional Work has been executed by the parties. Attached as Exhibit "B" is the Request for Additional Work Form required by the District for all requests for additional work or task transfers.

6. Standard of Care. In performing all work and services required by this Agreement, XXXXXXXXXX agrees to use the degree of skill and expertise ordinarily exercised, under similar circumstances, by licensed and qualified professionals in San Diego County having special expertise and a high level of competence in all work being performed by XXXXXXXXXX pursuant to this Agreement. It is understood that the District is relying on XXXXXXXXXX's long-standing experience in the field as well as its special expertise and high level of competence in XXXXXXXXXX in entering this Agreement. As a material term of this Agreement, XXXXXXXXXX warrants and represents that it has secured all licenses required by federal or California law to perform all work and services required by this Agreement. XXXXXXXXXX agrees to perform all work required by this Agreement at all times in strict accordance with all applicable federal, state, and local laws and regulations which apply to the labor or materials being provided.

Consistent with the professional standard of care, XXXXXXXXXX shall be entitled to rely on the accuracy of the data and information provided by the District without independent review or evaluation excepting if XXXXXXXXXX's Scope of Services includes such review or evaluation.

7. Work Performance Standards. XXXXXXXXXX agrees to perform all work and services required by this Agreement in a manner which complies with all federal and state health and safety standards and in a manner which avoids damage or injury to any real or personal property of any person or entity, including any real or personal property of the District. XXXXXXXXXX agrees to perform the work at all times in a manner which avoids the creation of any trespass or private or public nuisance during conduct of the work.

8. Liability for Work of Agents, Independent Contractors, and Subcontractors. XXXXXXXXXX shall be solely liable and responsible for all labor and materials provided by any director, officer, agent, employee, subcontractor, supplier, or independent contractor hired or retained by XXXXXXXXXX to perform any work or to provide any materials or supplies. The District shall have no liability whatsoever for any work or services performed or any materials or supplies provided by XXXXXXXXXX or its directors, officers, agents, employees, subcontractors, suppliers, or independent contractors.

9. Time for Completion of Services. As a material term of this Agreement, XXXXXXXXXX agrees to complete all work and services required by this Agreement by no later than September 25, 2009, notwithstanding delays outside the reasonable control of XXXXXXXXXX. The breach of this paragraph shall constitute a material breach of this Agreement.

10. District Termination Right. The District shall have the express right to terminate this Agreement at any time without cause by giving seven (7) consecutive days advance written notice to XXXXXXXXXX. This Agreement shall be automatically terminated without further action of any party upon expiration of the seven (7) day period. Promptly upon receipt of any termination notice from the District, XXXXXXXXXX shall cease all further work and services, except as otherwise expressly directed by the District in the written termination notice. In the event the District exercises its termination right, XXXXXXXXXX shall be paid only for work and services performed and approved by the District to the date this Agreement terminates. The District shall have the express right to withhold any payment otherwise due in amounts determined appropriate by the District to correct any labor or materials determined to be defective by the District at the time of termination. XXXXXXXXXX may terminate this Agreement at any time if the District fails to make payments as required by this Agreement or if such payments being made by the District exceed sixty (60) days past the date due under the Agreement.

11. Documents. All plans, maps, drawings, reports, designs, or other writings of any type or nature prepared by XXXXXXXXXX as a result of this Agreement shall become and remain the sole property of the District. All such writings shall be provided to the District not later than seven (7) consecutive days after termination of this Agreement for any reason. All labor, supplies, work and materials provided by XXXXXXXXXX in conjunction with this Agreement shall become and remain the sole property of the District. Documents, drawings, specifications, and electronic information/data, including computer aided drafting and design (CADD) prepared by XXXXXXXXXX pursuant to this Agreement are not intended or represented to be suitable for use by the District for subsequent changes to the Project or on other District projects. Any use of documents completed by XXXXXXXXXX for changes in the Project or other projects will be at the District's sole risk and without liability to XXXXXXXXXX. However, the District shall have the express right to use all final design plans and other documents provided by XXXXXXXXXX for the Project and XXXXXXXXXX understands the District will be relying upon its final design plans in bidding the Project.

12. Hazardous and Toxic Waste. For purposes of this section, the term "hazardous or toxic waste" means any solid, liquid, or gaseous product classified as a hazardous or toxic waste under any federal, state, or local laws, rules, regulations, or ordinances, and all gas and oil products and by-products of every kind or nature. XXXXXXXXXX shall be solely liable and responsible for the proper clean-up and removal of all hazardous or toxic waste used, handled, stored, or spilled by XXXXXXXXXX or any director, officer, agent, employee, subcontractor, independent contractor or representative of XXXXXXXXXX. XXXXXXXXXX shall pay all fees, costs, expenses and fines necessary to clean-up or remediate any hazardous or toxic waste for which XXXXXXXXXX is liable under this paragraph in strict accordance with all federal, state and local laws, rules and regulations at XXXXXXXXXX's sole cost and expense. XXXXXXXXXX shall not be liable for any hazardous or toxic waste used, handled, stored or spilled by the District or its directors, officers, employees or contractors. Notwithstanding any other provision of this Agreement, the Consultant and Consultant's subcontractors shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to

hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.

In the event any third party, including any regulatory agency, brings any claim or cause of action against the District to clean-up or remediate any hazardous or toxic waste for which XXXXXXXXXX is liable under this section, XXXXXXXXXX shall also defend, indemnify and hold harmless the District and its directors, officers, agents, and employees from all liability claims, actions, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense, all expert fees and costs, all District staff time, and all attorneys fees, upon written demand for indemnity from the District. Any defense of the District shall be with legal counsel acceptable to the District in its sole discretion.

13. Independent Contractor. As a material term of this Agreement, it is expressly agreed between the parties that XXXXXXXXXX is performing all work and services for the District pursuant to this Agreement as an independent contractor and not as an agent or employee of the District. The parties further agree and acknowledge that the District expects XXXXXXXXXX to make its own independent determination of the means and methods to perform all work required by this Agreement, and will not be directed as to any of these means or methods by the District. As a material term of this Agreement, XXXXXXXXXX agrees it is not an agent or employee of the District and the District shall not be liable in any way for any of its acts or omissions or those of its directors, officers, agents, employees or subcontractors, whether negligent or intentional.

14. Safety of Employees and the Public. XXXXXXXXXX shall be solely liable and responsible for ensuring the safety of all members of the public and all employees of XXXXXXXXXX in performing any of the work. The District will not be liable or responsible for injury or damage to any member of the public or any employees of XXXXXXXXXX arising from performance of any of the work.

15. Limitations on Authority of Consultant. XXXXXXXXXX has been informed, and understands, that it has no authority to alter any of the terms or provisions of any contracts executed by the District or to alter any of the requirements contained in any plans or specifications or Contract Documents approved by the District. Only the General Manager of the District has the authority to alter or modify any of the terms or provisions of any contract or to approve any changes in any plans or specifications approved by the District. XXXXXXXXXX and its directors, officers, agents, subcontractors, and employees are hereby expressly prohibited from informing anyone at any time that any change to any contract executed by the District is acceptable or in authorizing any change in any approved plans without the express prior written consent of the General Manager of the District.

16. Responsibility For Losses and Damages Arising From Work. XXXXXXXXXX shall be solely responsible for all liability, claims, causes of action, demands, losses, costs, fees, expenses, and damages, of whatever type or nature, caused, or claimed to be caused, in whole or in part, by the negligence or intentional misconduct of XXXXXXXXXX or its directors, officers, agents, employees, or subcontractors arising from or related to performance of any of the work.

17. Conflicts of Interest Prohibited. As a material terms of this Agreement, XXXXXXXXXX shall not in any way attempt to use its position to influence any decision of the District in which it knows, or has reason to know, it has a financial interest other than the compensation provided in this agreement. As a material term of this Agreement, XXXXXXXXXX warrants and represents that it does not, to the best of its knowledge, have any economic interests which would conflict with any of its duties under this Agreement. XXXXXXXXXX agrees not to secure any economic interest during the performance of this Agreement which conflicts with its duties to the District under this Agreement.

18. Opinion of Construction Cost. Any opinion of the construction costs prepared by XXXXXXXXXX represents its best judgment as a design professional and is supplied for the general guidance of the District. Since XXXXXXXXXX has no control over the costs of labor or material or over the competitive bidding process, XXXXXXXXXX does not guarantee the

accuracy of its construction estimates as compared to contractor bids or the actual cost to the District.

19. District Remedies for Breach. In the event XXXXXXXXXX breaches any term, covenant, or condition of this Agreement or fails to perform any work or services required by this Agreement, the District shall be entitled to elect all or any of the following remedies at the District's sole option:

19.1 Unilateral Termination. Unilaterally terminate this Agreement by written notice to XXXXXXXXXX. Upon election of this remedy by the District, paragraph 10 governing unilateral termination shall apply; or

19.2 Specific Enforcement. Enforce any provision of this Agreement by specific performance. If this remedy is elected by the District, XXXXXXXXXX agrees that specific performance is appropriate and reasonable given the unique and special services being performed by XXXXXXXXXX and expressly waives the right to contest the right of the District to seek specific performance in any subsequent action or proceeding between the parties; or

19.3 File suit against XXXXXXXXXX for damages arising from breach of this Agreement. In the event the District elects this remedy, it shall be entitled to recover all damages authorized by law; and/or

19.4 The District shall be entitled to withhold such amounts as the District determines are appropriate, in its sole discretion, to complete the work or services required by this Agreement, to correct any labor or materials found defective by the District, or to pay any claims or actions caused, or claimed to be caused, in whole or in part, by the negligence or intentional misconduct of XXXXXXXXXX or its directors, officers, agents, employees or subcontractors.

In the event the District is required to pay any sum or amount to complete any labor or materials services required by this Agreement, or to correct any labor or materials found defective by the District, amounts paid by the District shall earn interest at the rate of one percent (1%) per month from the date of payment until the District is repaid in full.

20. Insurance. At all times during the term of this Agreement, XXXXXXXXXX shall maintain workers compensation insurance, a commercial general liability insurance policy, and professional liability insurance in strict accordance with all terms of this paragraph. The insurance required by this paragraph shall be provided as follows:

20.1 Workers Compensation Insurance. Immediately following execution of this Agreement and prior to commencement of any work by XXXXXXXXXX, XXXXXXXXXX shall provide the District with certificates of insurance showing that XXXXXXXXXX has obtained, for the full period of this Agreement, workers compensation insurance coverage for no less than the statutory limits covering all persons whom XXXXXXXXXX employs or may employ in carrying out any work under this Agreement. This workers compensation insurance shall remain in full force and effect at all times during performance of any work required by this Agreement; and

20.2 Liability Insurance. Promptly following execution of this Agreement, and prior to commencement of any work, XXXXXXXXXX shall provide the District with certificates of insurance and such endorsements as may be required by the District, demonstrating that XXXXXXXXXX has in full force and effect a broad form commercial general liability insurance policy or policies covering bodily injury, property damage, products-completed operations, and personal injury in an amount of not less than \$2,000,000.00 per occurrence with a deductible amount not to exceed \$50,000. This liability insurance policy or policies shall be with an insurance company licensed to do business in the State of California and acceptable to the District. All liability insurance shall include an occurrence coverage and shall include a “cross-liability” or “severability of interest” clause. The insurance certificate and any endorsements shall be non-cancelable without thirty (30) days prior written notice to the District; and

20.3 Automobile Insurance. Promptly following execution of this Agreement and prior to commencement of any work, XXXXXXXXXX shall provide the District with certificates of insurance and such endorsements as may be required by the District, demonstrating that XXXXXXXXXX has in full force and effect an automobile liability policy in an amount of not less than \$1,000,000.00 per occurrence with a deductible amount not to exceed \$50,000. This automobile liability policy shall include each of the following types of coverage: (1) comprehensive form including loading and unloading; (2) owned; (3) hired; and (4) non-owned. This automobile liability insurance policy shall be with an insurance company licensed to do business in the State of California and acceptable to the District. The insurance certificate and any endorsements shall be non-cancelable without thirty (30) days prior written notice to the District; and

20.4 Professional Liability Insurance. Promptly following execution of this Agreement, and prior to commencement of any work by XXXXXXXXXX, XXXXXXXXXX shall provide the District with a certificate or certificates evidencing that XXXXXXXXXX has professional liability insurance in a limit of not less than \$1,000,000.00 with an insurance company licensed to do business in the State of California and acceptable to the District. This insurance shall have a deductible amount not to exceed \$50,000.

The District shall be named as an additional named insured on all policies required by this paragraph except the professional liability and workers compensation policies. The insurance afforded to the District shall be primary insurance. If the District has other insurance which might be applicable to any loss, the amount of the insurance provided under this section shall not be reduced or prorated by the existence of such other insurance.

21. Job Site Safety. XXXXXXXXXX shall be solely liable and responsible for job site safety and compliance with all federal, state and local laws, rules and regulations pertaining to job safety for all XXXXXXXXXX employees retained to perform any work or services required by this Agreement. XXXXXXXXXX shall require its lower tier sub-consultants, suppliers, and

independent contractors retained by XXXXXXXXXX to adhere to these terms. Notwithstanding, XXXXXXXXXX shall not be liable or responsible for the job site safety of any workers or agents employed by any construction contractor performing any work for the District on any construction project.

XXXXXXX shall not be responsible for construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor.

22. Indemnity. As a material term of this Agreement, except for design services as provided in the next paragraph, XXXXXXXXXX agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and representatives from and against any and all claims, causes of action, suits, actions, damages, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and attorney fees, caused in whole or in part, or claimed to be caused in whole or in part, by the action, inaction, passive or active negligence, or intentional misconduct of XXXXXXXXXX or its directors, officers, employees, designated agents and representatives, subcontractors, sub-consultants, suppliers, or independent contractors, except claims and causes of action caused by the sole active negligence or intentional misconduct of the District or its directors, officers, employees or agents. In the event that any administrative proceeding, litigation or arbitration is instituted naming the District or any other indemnified parties as a defendant, the District and such other indemnified party shall be entitled to appoint their own independent counsel to represent them, and XXXXXXXXXX agrees to pay all reasonable attorneys fees, expert fees and costs, District staff time, and litigation costs associated with this defense within thirty (30) days of any billing.

The indemnity provision contained in this paragraph shall apply only to licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing architectural, landscape architectural, engineering or surveying work as part of this contract. Otherwise, the indemnity provision contained in the paragraph above shall apply. For the types of services described in this paragraph, XXXXXXXXXX agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and representatives from and against any and all liability, claims, causes of action, suits, actions,

damages, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and reasonable attorneys fees, for all claims and causes of action that arise out of, pertain to, or relate to the active negligence, recklessness, or willful misconduct of XXXXXXXXXX or its directors, officers, employees or agents, except claims and causes of action caused by the sole active negligence or intentional misconduct of the District or its directors, officers, employees or agents. In the event that any administrative proceeding, litigation or arbitration is instituted naming the District or any other indemnified parties as a defendant, the District and such other indemnified parties shall be entitled to appoint their own independent counsel to represent them, and XXXXXXXXXX agrees to pay all reasonable attorneys fees, expert fees and costs, District staff time, and litigation costs associated with this defense within thirty (30) days of any billing.

23. Miscellaneous Provisions.

23.1 California Law Governs. This Agreement shall be governed by California law.

23.2 Jurisdiction and Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms and conditions of this Agreement, the parties agree that jurisdiction and venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California.

23.3 Modification. This Agreement may not be altered in whole or in part except by written modification approved by the Board of Directors of the District and executed by all the parties to this Agreement.

23.4 Attorneys' Fees. In the event any arbitration, action or proceeding is initiated to challenge, invalidate, enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to all attorneys' fees, all expert fees and costs, and all litigation

fees, costs, and expenses in addition to any other relief granted by law. This provision shall apply to the entire Agreement.

23.5 Entire Agreement. This Agreement, together with all exhibits attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its exhibits. XXXXXXXXXX warrants and represents that no District representative has made any oral representations or oral agreements not contained in this Agreement. XXXXXXXXXX further warrants and represents that XXXXXXXXXX has not relied upon any oral statements or promises made by any District representative or agent in executing this Agreement. The parties mutually declare that this Agreement and its exhibits constitute a final, complete and integrated agreement between the parties.

23.6 Prohibition on Assignment. XXXXXXXXXX shall not be entitled to assign or transfer all or any portion of its rights or obligations in this Agreement without obtaining the express prior written consent of the District. The District shall have no obligation to give its consent to any assignment and may deny any requested assignment, in its sole discretion.

23.7 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and on their respective purchasers, successors, heirs and assigns.

23.8 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

23.9 Representation of Capacity to Contract. Each party to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the entity represented by that individual. This representation is a material term of this Agreement.

23.10 Opportunity to be Represented by Independent Counsel. Each of the parties to this Agreement warrants and represents that it has been advised to consult independent counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this Agreement.

23.11 No Waiver. The failure of either party to enforce any term, covenant or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement. No waiver shall occur unless the waiver is expressly stated in writing and signed by the person for the party having the authority to expressly waive the benefit or provision, in writing. No oral waivers shall be effective against either party.

23.12 No Joint Venture and No Third Party Beneficiaries. Nothing in this Agreement is intended to create a joint venture, partnership or common enterprise relationship of any kind between the District and XXXXXXXXXX. No third parties shall be construed as beneficiaries of any term, covenant or provision of this Agreement.

23.13 Time of Essence. The parties agree that time is of the essence as to all matters specified in this Agreement. The parties mutually declare that this is a material term of this Agreement.

23.14 Notices. All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine, or sent certified mail, return receipt requested, to the following addresses or facsimile numbers:

To: XXXXXXXXXX

Attention: (Contact Name)
Address
(City, State Zip)
(Facsimile No.)

To: "District"

Olivenhain Municipal Water District
Attn: Kimberly A. Thorner, General Manager
1966 Olivenhain Road
Encinitas, California 92024
Facsimile No. (760) 753-5640

22.15 Effective Date. The effective date of this Agreement executed in counterparts in Olivenhain, California, within the North County Judicial District, County of San Diego, State of California, is _____.

Dated: _____

Olivenhain Municipal Water District,
a public agency

By: _____

Kimberly A. Thorner
General Manager

Dated: _____

XXXXXXXXXX, an xxxxxx company

By: _____

Title: _____

EXHIBIT "A"

Scope of Work

EXHIBIT B

<p align="center">Olivenhain Municipal Water District Request for Additional Work (Includes Authorization to Perform Additional Services and Inter-Task Transfers)</p>

Consultant name _____ Request # _____
Project name _____ Date Required _____

Project Task	Current Budget	Change	Revised Budget
Total Contract Change Amount			

Original Project Budget	\$
Prior requests approved	\$
This request	\$
Revised Project Budget	\$

Reason for requested change(s), *please attach supporting documentation*

Signature of consultant representative _____ Date _____
Fax number _____

Fax form to OMWD at 760-753-1578 or mail to 1966 Olivenhain Rd., Encinitas, CA. 92024

OMWD use only below this line

Approved by _____ Date _____

Work order number(s) to charge _____ OMWD Record No. _____

Original to General Manager ☐

Copies to

Originating Dept. ☐ Consultant ☐ Project Acct ☐