



Craig Whittemore
Deputy Director of Utilities
Construction and Engineering
1521 South Hale Avenue,
Escondido, CA 92029
Phone: 760-839-4038

**REQUEST FOR PROPOSAL
Indirect/Direct Potable Reuse Program
Implementation Study Program Manager
City of Escondido**

Background

The City of Escondido Utilities Department (City) is located in northern San Diego County and provides water, wastewater and recycled water services to its customers. The City's mission is "To provide our customers with water, wastewater, stormwater, and lakes/open space services that are high quality, environmentally sensitive, and cost effective." The City is faced with a wastewater capacity challenge and also recognizes that water reliability and quality are becoming an ever increasing issue in the area. The Utilities Department recently presented a conceptual plan to the City Council and the Regional Water Quality Control Board outlining the preferred long term recycled water strategy to address these challenges. The conceptual plan (Plan) has both short term and long term objectives.

The short term objectives include: maximizing the use of recycled water for industrial and irrigation uses and expansion of a purple pipe backbone system to these large water consumers. This backbone may also serve as storage during peak flow events.

The long term objectives include: maintaining the City's wet weather discharge permit, recycle 100% of the wastewater treated at the Hale Avenue Resource Recovery Facility (HARRF), Indirect Potable Reuse / Direct Potable Reuse (IPR/DPR) to supplement the raw water supply to beneficially use 100% of the recycled water, maximize potable water offset, minimize cost through innovative technology for wastewater treatment and energy recovery, and create and implement a salt and nutrient management plan.

In order to meet these objectives, the conceptual plan calls for the development of an Indirect Potable Reuse (IPR) Program with minimal retention time, Direct Potable Reuse (DPR) Program, or a combination thereof. These programs may consist of an advanced treatment system for the recycled water located at the Hale Avenue Resource Recovery Facility and/or associated facilities for both the production and conveyance of product water and brine disposal.

The City is requesting a proposal for assistance with advancement and implementation of a program that will meet the above objectives. The contract will be set up for As Needed Engineering Services related to the IPR/DPR Program and implemented using individual Task Orders. The selected engineering team would be required to submit a scope of work and proposal for each task identified and, if accepted, a Task Order will be issued under the program detailing the specifics of each element of work.

Specific Program goals and objectives include:

- Long-term sustainable and reliable water supply at a reasonable cost
- Maximize use of recycled water within the community
- Regional salinity management pursuant to the Regional Board Basin Plan objectives
- Proactive compliance with all regulatory requirements and mandates
- Minimize capital, O&M and lifecycle costs

Minimum elements for consideration

- Recycled water supply and demand
- Reduction of effluent flows to the outfalls
- Integration of “supply management” and “demand management”
- Use of lifecycle costs (capital and O&M costs) over the life of projects identified
- Multi-objective analysis to include consideration of engineering, reliability, environmental protection, water quality, quality of life, competing use, and cost factors.
- Evaluation of alternative energies for power consumption/production
- Risk and uncertainty
- Contaminants of Emerging Concern (CEC)
- Alternative facilities requirements and estimated costs for advanced treatment facilities, pipelines, storage, blending facilities, and alternatives for storing and/or distributing the recycled water
- Regulatory requirements and constraints
- Potential funding alternatives and grant opportunities

Challenges include the following:

- Public education and acceptance
- Regulatory acceptance
- Variable recycled water demands (annual, and seasonal)
- System capacity constraints
- Evolving regulatory and institutional requirements and constraints
- Revenues and funding sources for significant capital improvement facilities

Documents that will be available for review include:

- Recycled Water Master Plan (end of 2011)
- Water Master Plan (mid 2012)
- Sewer Master Plan (mid 2012)
- Wastewater Treatment and Disposal Capacity Study (2006)
- Indirect Potable Reuse Feasibility Study (2009)
- Re-rating of the Secondary System Capacity at the Hale Avenue Resource Recovery Facility (2010)
- Pilot testing of cloth-Media Filtration and Advanced Treatment Technologies (2010)

Scope of Work

At this time, a detailed scope of the work is not defined. It is anticipated that the detailed scope will be defined for each element of the program as the need arises based on collaboration with the successful Consultant. In order to provide further definition of the program, the Conceptual Plan has been attached as a reference document. Please note that a Public Relations Program element is not part of this RFP/procurement process.

Related Projects

It is anticipated that due to the nature and term of this program that spin off or intermediate projects will be identified. These intermediate projects may require specific construction documents requiring the services of a design consultant. The firm retained as the Program Manager will not be excluded from submitting proposals for these intermediate projects nor will they be given preferential consideration when proposals are evaluated for said projects.

Proposal Requirements

The Consultants are requested to prepare a proposal in accordance with the project objectives and goals. The proposal shall be submitted with maximum of sixty (60) typewritten pages exclusive of section dividers and an appendix, which may contain detailed resumes and other reference material.

Firm's proposal shall include the following primary sections:

- Introduction and Program Understanding
- Approach and Implementation Plan (Roadmap)
- Project Schedule and Milestones
- Experience
- Project Team
- Estimated Program Costs (see below)
- Local office statistics (years in area, staffing numbers, etc.)

Estimated Project Cost

Since this RFP is for on-call engineering services for the Indirect/Direct Potable Reuse Program Implementation Study Program Manager, include your proposed billing rate. Since this is multi-year program, an escalation rate may be considered in the future subject to City Council approval.

Pre-proposal Meeting

A pre-proposal meeting is scheduled for *9:00 am Tuesday January 10, 2012*, at:
City of Escondido
Hale Avenue Resource Recovery Facility

1521 South Hale Avenue
Escondido, CA

The agenda will include:

- Detailed discussion of the Implementation Study Program Manager goals, objectives and requirements
- Summary presentations of the City's recycled water systems and master plans in progress
- Open forum for questions and discussion

Proposal Submission

Proposals shall be received by the City *no later than 2:00 pm Thursday February 16, 2012.*

Firm shall submit six (6) hard copies and one PDF copy of their proposal by mail or in person to:

Mailing Address:

City of Escondido

Hale Avenue Resource Recovery Facility

1521 South Hale Avenue

Escondido, CA 92029

Attn: Craig Whittemore, Deputy Director of Utilities, Construction and Engineering

The City reserves the right to accept or reject any or all proposals as it deems in its own best interest. In addition, the City reserves the right to waive any formalities or technicalities. Any addenda associated with this RFP will be in writing by the City and will be submitted to all firms receiving the initial RFP. The City will not be liable for any expenses incurred by any firm in preparation of their proposal and the proposal becomes the property of the City once it is delivered to the City.

Selection Criteria and Project Award

Proposals will be reviewed and scored by a project review committee. Review criteria include:

- Experience
- Project Team
- Technical Knowledge & Approaches
- Implementation Plan
- Local Office
- Knowledge of City

The City reserves the right to seek clarification from any firm to assist with proposal scoring and final selection, including completion of an onsite interview. The City will negotiate with the selected firm, if deemed necessary by the selection committee. If an agreement cannot be reached with the selected firm, then the negotiations will be terminated and the firm will be informed in writing. Another firm will be chosen by the selection committee and will then be invited to enter into the negotiations process. The City goal is to use the selected firm for as needed tasks related to the Conceptual Plan.

A CD with the available reference documents is available for pick up at:

Hale Avenue Resource Recovery Facility
1521 South Hale Avenue
Escondido, CA 92029

A sample contract is included for reference that the selected consultant will be required to execute.

A handwritten signature in black ink, appearing to read 'Craig Whittemore', with a long horizontal flourish extending to the right.

Craig Whittemore
City of Escondido
Deputy Director of Utilities,
Construction and Engineering



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(ONLY for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

This Agreement is made this [redacted] day of [redacted], 20[redacted].

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: [redacted]
760-xxxx
("CITY")

And: [Name]
[Street address]
[City, state, zipcode]
[Attn: (name of contact)]
[Insert telephone number]
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do here]; and
B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$[redacted]. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

 Acknowledged by CONSULTANT _____

 Waiver appropriate by CITY _____
 - c. Each insurance policy required above must be acceptable to the City Attorney:
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

- (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Marsha Whalen
City Clerk

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.