



Request for Proposal

Design and Construction Phase Services

for the

Replenish Big Bear Program

Proposals Due: November 20, 2023 by 2:00 p.m.

Big Bear Area Regional Wastewater Agency
121 Palomino Drive
P.O. Box 517
Big Bear City, CA 92314



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Section 1 – Background and Purpose

The Big Bear Area Regional Wastewater Agency (Agency) is requesting proposals from experienced firms to provide design and construction phase related services for the Replenish Big Bear Program. This Request for Proposal (RFP) provides information to enable firms to submit a proposal to provide professional design and construction phase services for the scope of work detailed in Appendix A: Scope of Work and Appendix B: Construction Phase Support.

The work under this contract is divided into two phases: 1) the Final Design Phase; and 2) the Construction Phase Support. The Scope of Work for the Final Design Phase is detailed in Appendix A: Scope of Work. Construction Phase Support will be negotiated with the Consultant during the bidding phase of the Project and is detailed in Appendix B: Construction Phase Support.

1.1 Agency Overview

The Agency is a JPA governed by a five-member Governing Board appointed by its three member agencies: the Big Bear City Community Services District, the City of Big Bear Lake, and the County of San Bernardino Service Area 53B.

The local area is a four-season resort destination in the San Bernardino Mountains of Southern California. The economy is driven by tourists and a large, part-time population of second-home owners. BBARWA provides wastewater collection and treatment services to approximately 25,000 residential and commercial customers throughout the area. BBARWA operates one wastewater treatment plant.

1.2 Project Description and Design Overview

The Agency operates an existing regional wastewater treatment plant (WWTP) and related facilities in the Big Bear Valley. The Agency has partnered with the Big Bear City Community Services District (BBCCSD), Big Bear Lake Department of Water and Power (BBLDWP), Big Bear Municipal Water District (BBMWD), and Bear Valley Basin Groundwater Sustainability Agency (BVBGSA), collectively known as the Agency Team, to develop the Project. The Project is intended to help protect the Big Bear Valley and the Santa Ana Watershed from the impacts of drought and variable precipitation by recovering a water resource currently discharged outside of the watershed. The Replenish Big Bear Program is comprised of several projects; the first project includes treatment upgrades at the WWTP to produce purified water by providing tertiary filtration, reverse osmosis (RO) treatment, and ultraviolet disinfection and an advanced oxidation process (UV/AOP) for 100% of the water proposed to be discharged to Stanfield Marsh Wildlife and Waterfowl Preserve (Stanfield Marsh), a tributary of Big Bear Lake (Lake).

The new WWTP facilities will be designed for a treatment capacity of 2.2 million gallons per day (MGD). By 2040, accounting for expected growth, it is estimated that the WWTP could produce 2,210 acre-feet per year (AFY) of purified water, assuming a 99% total recovery rate could be achieved (90% RO recovery and 90% recovery of brine through brine minimization). All remaining flows more than the new treatment train's 2.2 MGD capacity will continue to be treated to undisinfected secondary standards and conveyed to the Agency's existing Lucerne Valley site, which is regulated by the Colorado River Basin Regional Water Quality Control Board.

The Lake is an important resource that provides extensive recreational, economic, ecological, and aesthetic benefits for the local community as well as the larger inland Southern California region. Together, Stanfield Marsh and the Lake have a surface area of nearly 3,000 acres, a storage capacity of 73,320 acre-feet, and an average depth of 32 feet (ft). Stanfield Marsh and the Lake are both waters of the State of California (State) and United States (U.S.), which have several designated beneficial uses. For reference, Table 1 shows the designated beneficial uses of the Lake and Stanfield Marsh per the 1995 Water Quality Control Plan for the Santa Ana River Basin Plan (Basin Plan), as amended in 2008, 2011, 2016, and 2019. In addition, the Nutrient TMDL was adopted to address concerns with phosphorus and nitrogen impacts on the Lake. Table 2 presents the Lake regulatory limits set to protect the Lake benefits.

Table 1
Beneficial Uses of Big Bear Lake and Stanfield Marsh

Beneficial Uses	Big Bear Lake	Stanfield Marsh
AGR - Agricultural Supply	✓	
COLD - Cold Freshwater Habitat	✓	✓
GWR - Groundwater Recharge	✓	
MUN - Municipal and Domestic Supply	✓	✓
RARE - Rare, Threatened, or Endangered Species	✓	✓
REC1 - Water Contact Recreation	✓	✓
REC2 - Non-Contact Water Recreation	✓	✓
SPWN - Spawning, Reproduction, and/or Early Development	✓	
WARM - Warm Freshwater Habitat	✓	
WILD - Wildlife Habitat	✓	✓

Table 2
Lake Regulatory Limits for Constituents of Interest

Constituent	Basin Plan WQO (mg/L)	Nutrient TMDL (mg/L)
Total Dissolved Solids (TDS)	175	
Hardness	125	
Sodium	20	
Chloride	10	
Total Inorganic Nitrogen (TIN) (mg/L-N)	0.15	
Sulfate	10	
Total Phosphorus (TP) (mg/L-P)	0.15	0.035
Chlorophyll-a (µg/L)		14

Note: Bolded constituents were identified as priority in previous regulatory meetings and are specifically evaluated in this study.
WQO = Water Quality Objectives

Proposers can find more information about the Project on the Project website: <https://www.replenishbigbear.com/> and on the General Manager's Report for each Agency Governing Board meeting at: <https://www.bbarwa.org/meetings>.



Proposers should be familiar with grant and federal loan requirements (procurement, prevailing wage, Davis-Bacon, etc.).

The Agency has received several sources of funding for the Project:

- Agency rates;
- Integrated Regional Water Management Proposition 1 Round 1 Grant (State);
- Title XVI Water Reclamation and Reuse Project Grant (Federal);
- Environmental Protection Agency State and Tribal Assistance Grant (Federal); and
- Water Infrastructure Finance and Innovation Act (WIFIA) loan (pending)

1.2.1 Replenish Big Bear Design Overview

The following represents a summary of the facilities required to support the Project:

- The existing WWTP will be upgraded to produce full advanced treated water. These upgrades would treat wastewater to full advanced treatment at a capacity of 2.2 MGD, or approximately 2,210 AFY. Upgrades that would occur within the WWTP are as follows:
 - Oxidation Ditches
 - Denitrification Filter
 - UF and RO
 - UV/AOP
 - Pellet Reactor: 0.22 MGD
- Development between 23 and 57 acres of solar evaporation ponds, depending on the total system recovery rate achieved, at the WWTP site to accommodate 22,000 gallons per day (gpd) to 55,000 gpd of brine concentrate.
- Installation of about 1,350 linear feet (LF) of brine pipeline anticipated to be sized between 8" to 10" from the pellet reactor to the solar evaporation ponds.
- Installation of a 50 gallons per minute (gpm) brine pump station.
- Installation of one or more monitoring wells at the evaporation pond on the WWTP Site to monitor groundwater quality, as required by the future discharge permit.
- Installation of an anticipated 1,500 to 1,600 gpm pump station at the WWTP to pump purified water to Stanfield Marsh.
- Installation of a pipeline utilizing one of three alignments shown on Appendix D: Proposed Alignment Alternatives from the WWTP to Stanfield Marsh in the amount of about 19,940 LF sized at 12" in diameter.
- Installation of 2 megawatts (MW) of solar panels to be installed at the Agency's administration and WWTP site. The solar panels will be installed east of the old sludge building at the WWTP as a solar field and atop the Operation and Control Building (OAC) and Administration Building roofs.

1.2.2 Summary of Facility Construction and Operations

The Project is a partnership between Big Bear Valley agencies to recover a lost water resource that is currently being transported out of the Big Bear Valley to Lucerne Valley, close the water loop cycle, and keep the water in the Big Bear Valley for beneficial reuse. This section of the Project Description is intended to outline operational and construction scenarios for the specific types of



facilities and/or improvements that could result from the implementation of the Project by the Agency.

The implementation of the facilities proposed as part of the Project consists of the construction and operation of the various facilities summarized below. These potential facilities are separated into four Bid Package Categories:

- 1) Bid Package 1: Conveyance Pipelines
- 2) Bid Package 2: Monitoring Wells
- 3) Bid Package 3: Evaporation Pond
- 4) Bid Package 4: BBARWA WWTP Upgrades

Below are general descriptions of the facilities and operations proposed as part of the Project. Each Project Category has been formed utilizing the greatest number, intensity, lengths, and capacities for each type of facility proposed under the Project. For example, the pipeline length and size considered under Bid Package 1 represents the option(s) that would require the greatest pipeline length to achieve that “Component” of the Project.

Bid Package 1: Conveyance Pipelines

The Project would ultimately install the following:

- Pipeline to Lake: 12” 19,940 LF

Bid Package 2: Monitoring Wells

The Project would ultimately install two monitoring wells near the brine Evaporation Ponds at the WWTP site.

Bid Package 3: Evaporation Pond

The Project would construct between 23 and 57 acres of Evaporation Ponds at the WWTP site. The Evaporation Ponds would be segmented into different storage basins to allow for evaporation of the brine stream in a cycle of filling with brine, allowing the brine to evaporate, and then removing the remaining brine (see Appendix C: Evaporation Pond).

Bid Package 4: WWTP Upgrades

This Project Category includes upgrades to the WWTP to include 2.2 MGD of full advanced treatment, producing up to 2,210 AFY of purified water. The upgrades include the following upgrades and new construction in order of process flow:

- Upgrades to the Oxidation Ditches
- New Denitrification Filter
- New UF and RO filtration membranes
- New UV Disinfection
- New AOP
- New Pellet Reactor: 0.22 MGD
- Brine Pipeline (within WWTP property): 10” 1,350 LF

- Installation of 2 megawatts (MW) of solar panels to be installed at the Agency's administration and WWTP site. The solar panels will be installed east of the old sludge building at the WWTP as a solar field and atop the Operation and Control Building (OAC) and Administration Building roofs.

The Project would ultimately install two pump stations in order to facilitate Project operation as follows:

- Effluent Pump Station @ WWTP 1,520 gpm
- Brine Pump Station @ WWTP: 20 gpm

1.3 Schedule

The schedule is as follows:

Phase	Start	End
Consultant Procurement	October 19, 2023	November 20, 2023
Design	TBD	TBD
Bid Phase	TBD	TBD
Construction	TBD	Spring 2027

Section 2 – General Information

This RFP information packet contains instructions governing the proposals to be submitted and the material to be included therein; a description of the project and specific services to be provided; general evaluation criteria; and other pertinent information. The submission of this proposal shall be considered evidence that the proposer has and is in acceptance with this RFP.

It is the responsibility of each proposer to download and print all proposal documents for review and to verify the completeness of the proposal before submitting a proposal. Any modifications or changes made in this RFP will be made in writing in the form of an addendum issued by the Agency. Any Addenda will be posted on <https://www.bbarwa.org/rfps-rfqs-procurement>. It is the responsibility of each proposer to check <https://www.bbarwa.org/rfps-rfqs-procurement> on a daily basis through the close date for any applicable addenda or updates. The Agency does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the proposal documents. Information on <https://www.bbarwa.org/rfps-rfqs-procurement> may change without notice to prospective firms. The Contract shall supersede any information posted or transmitted by <https://www.bbarwa.org/rfps-rfqs-procurement>.

Oral communications from Agency personnel or others concerning this RFP shall not be binding on the Agency and shall not in any way be considered a commitment by the Agency.

All project documents, including past design documents and topographical surveys, will be made available to the selected proposer upon execution of the Professional Services Agreement (Agreement). The format of the documents will be in a manner useable to the selected proposer. Proposers can assume no further ground survey and topographical mapping services are needed.



2.1 Proposal Submittal

Submit five (5) hardcopies and one electronic copy of the proposal to the address listed below before **2:00 p.m. on November 20, 2023**. After this date and time proposals will not be accepted and will remain unopened. Faxed proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt. The proposed Fee Schedule is to be submitted to the same address, separately from the proposals, in a sealed envelope. Only one copy of the proposed cost is required.

Proposals are to be submitted to:

Big Bear Area Regional Wastewater Agency
Attn: Bridgette Burton, Administrative Services Manager
121 Palomino Drive
P.O. Box 517
Big Bear City, CA 92314

All materials submitted in accordance with this RFP become the property of the Agency and will not be returned. The material may become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq.).

2.2 Pre-Proposal Meeting

The pre-proposal meeting will be held on **November 9, 2023 at 10:00 a.m.** at:

Big Bear Area Regional Wastewater Agency Administration Office
121 Palomino Drive
Big Bear City, CA 92314

2.3 Project Inquiries

Inquiries regarding this RFP must be requested in writing via email at:

dlawrence@bbarwa.org
cc: bburton@bbarwa.org

The deadline for inquiries is **November 13, 2023 at 2:00 p.m.**

2.4 Contract Times and Terms

Prior to the commencement of services, the selected firm awarded the contract will be required to execute a Professional Services Agreement (Appendix E: Sample Agreement) between itself and the Agency. The contract shall incorporate the Scope of Work defined herein and all RFP terms and conditions. Portions of the firm's proposal may be considered for inclusion in the Scope of Work at the Agency's discretion.

The selected firm will not be permitted to levy any service or other charges against the Agency, other than those listed in Appendix A: Scope of Work, without being previously negotiated with the Agency.



2.5 Sample Agreement

A Sample Agreement has been enclosed for review in Appendix E: Sample Agreement. This Agreement is representative of the Agreement that will be executed upon award to the successful proposer.

2.6 Use of Subconsultants

The proposer may utilize subconsultants to perform all tasks listed in Appendix A: Scope of Work. The proposer must indicate which tasks are performed by the subconsultant and submit the resumes of the proposed subconsultant staff assigned to this project as described in Section 3 - Proposal Requirements.

Section 3 – Proposal Requirements

3.1 General

1. All interested and qualified firms are invited to submit a proposal for consideration. Submission of a proposal indicates that you have read and understand the entire RFP including all appendices, schedules, and addendums (as applicable), and that all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of the Agency.
6. Responses are to be clear and complete. Be as specific as possible and include explanations where necessary.

3.2 Proposal Presentation

1. All proposals must be submitted on 8 ½" x 11" sheets of paper, neatly typed, double-sided. The schedule may be submitted on 11" x 17" sheets. Font must be at least 11 pt. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page. Proposals are limited to 40 pages, excluding the cover, cover letter, tabs, and resumes. 11" x 17" sheets are considered 1 page.
2. The technical proposal must be divided into seven sections with references to parts of this RFP done on a section number. The sections shall be clearly identified matching the outline in Section 3.3.
3. The complete proposal must be received before the deadline specified in Section 2.1.



4. The original, all copies of the proposal, and the separate and sealed cost fee proposal must be in a sealed envelope, container, or package stating the following on the outside:

Business/Company Name

Address

Telephone Number

Project Title

Proposal Deadline

3.3 Proposal Requirements

Proposers must provide this information in the following format:

1. Proposal Cover Page – The outline below is to be used as the cover page for the proposal. The cover page must be signed by an authorized officer of the business entity and be legally binding.
2. Firm Qualifications and Experience – This section should establish the firm's ability to perform the required work to the expectations of the Agency. Narrative should include the firm's background, including any subcontractors proposing to be utilized on this Project, the office location(s) of the staff that will primarily support the Project. This section should include the following:
 - a. Introduction
 - b. Overview of the firm's capabilities in the Project Scope of Work. Include experience and qualifications for construction management and engineering services during construction (ESDC).
 - c. Descriptions of projects with similar or relevant scope of work that have been completed for public agencies, state agencies, water or reclamation districts, the federal government, non-profit organizations, or private water companies. Include the name of the entity, name, email, and telephone number for the main point of contact (the organization your firm had a contract with and who your firm invoiced for compensation) or, if your firm was a subconsultant, indicate who was the prime consultant and their client. Identify the portion of work your firm was directly responsible for and the contract amount.
3. Staff Experience – This section should introduce the key staff that the firm shall commit to the Project and include:
 - a. An organizational chart that shows the project manager, task leaders, subconsultants, and other key team members. If the project manager is not an officer of the firm, include a project director that is authorized to sign contracts for the firm.
 - b. Biographical descriptions of each staff member that firm expects to lead each task, reason(s) why the staff member was selected to lead the task, and a statement that the proposed staff members are available during the proposed schedule for the task. Include resumes in an appendix, which will not be included in the page count. Include the biographical descriptions and resumes of any subcontractors that have key roles on the project.



- c. Current workload for the proposed team members as it relates to the ability to perform this work to the planned Project schedule.
 - d. Work Breakdown Structure (WBS) with a summary of hours by task and by labor class for the Project team members. This should be provided in table format. Tasks shall align with those set forth in Appendix A: Scope of Work. Do not include rates or the total cost in the technical proposal.
4. Project Understanding and Approach – The firm should clearly state its understanding of the Project objectives and approach to the Scope of Work. In general, the firm should address:
 - a. Describe the key challenges associated with the Project and the firm’s approach to overcoming these challenges.
 - b. Describe your firm’s approach to the work and how it will benefit the Agency.
 - c. Outline processes or steps that the firm will take to ensure quality deliverables. The process shall include a monthly work status summary report where the Project status and schedule adherence shall be reported, and challenges identified.
5. Scope of Work – There are specific tasks to complete for this Project with anticipated deliverables clearly outlined. The selected firm must complete all tasks; proposals to complete only a portion of the tasks will be deemed nonresponsive and will not be evaluated. The firm is encouraged to include options and enhancements to the Scope of Work for the Agency’s consideration. Portions of the firm’s proposal may be considered for inclusion in the contract Scope of Work at the Agency’s discretion. The firm shall not be permitted to levy any service or other charges against the Agency, other than those listed in Scope of Work, without being previously negotiated and documented with the Agency.
6. Schedule – As part of the firm’s demonstration of Scope Understanding, prepare a proposed critical path schedule for the completion of each task and subtask. The schedule may be submitted on 11” x 17” paper and will count as one page per sheet. The schedule shall include the following elements:
 - a. Activities
 - b. Milestones
 - c. Activity duration
 - d. Logic link relationships between tasks

The anticipated startup of Project facilities is Spring 2027. The current timeline of the Project can be found on the Project website at: <https://www.replenishbigbear.com/about>.

7. Preliminary Sheet and Specification List – Provide a list of anticipated technical specifications in CSI Division 50 format and drawing sheet list, separated by discipline that includes the level completion anticipated by submittal.

3.4 Fee Proposal

The fee proposal for all items listed in this RFP shall include all labor, transportation, administrative, overhead, incidentals, etc. and all other items as listed in the Scope of Work. Please submit fees by task, broken down as the same WBS as the Scope of Work and schedule, including the number of hours, name and level of team member performing task and subtask, and direct



costs. Show a total time and materials, not-to-exceed fee to deliver the Scope of Work. If your proposal includes enhancements to the Scope of Work, please show the cost of these enhancements below the fees.

Please Note: The Fee Proposal is to be kept separate from the technical proposal and submitted separately in a sealed envelope. The fee proposal will be reviewed after the contents of the proposals are reviewed, rankings are determined, and a selection is made. The fee proposal shall not be included in the electronic copy of the proposal.

Section 4 – Evaluation Criteria and Selection Process

A selection team established by the Agency will review, evaluate, and score the proposals. The scoring system will be based on a scale of 1 to 10 with 10 being the most favorable score. The Evaluation Team shall evaluate the proposals based on the following weighted criteria:

- Firm and Staff Qualifications and Experience – 35%
- Key Staff Availability – 10%
- Project Understanding and Approach – 50%
- Proposal Quality 5%

The following procedures outline the remaining steps that will be followed for selection:

1. The Agency will review all proposals received at the date and time described in this RFP.
2. The selection team will review all proposals and individually rank in accordance with criteria established herein.
3. The selection team will convene and review scores. The Agency may then conduct interviews with a few selected Consultants. The interviews will begin with a presentation to the Agency and follow with a Question and Answer session. The firms asked to participate in the interview process may be required to submit other information or clarification on submitted proposals.
4. The Agency will select a firm and then open the fee proposal. The selection team may ask for further clarification of the submitted cost.
5. The Agency will negotiate and finalize the scope and fee proposal for the Project with the selected firm. If the Agency is unable to come to an agreement with the firm on the terms and conditions or the fee proposal, the Agency reserves the right to negotiate with the next most qualified firm.
6. The Agreement will be forwarded to the Agency Governing Board for approval.
7. Upon Agency Governing Board approval and receipt of all required documentation, a Notice to Proceed shall be issued to the firm.

The Agency anticipates the following schedule of activities in relation to the selection of a Consultant:

Action	Responsibility	Finish Date
Release of RFP	Agency	October 19, 2023
Pre-Proposal Meeting	Agency	November 9, 2023 10:00 a.m.
Project Inquiries	Potential Proposers	November 13, 2023 2:00 p.m.
Proposals Due	Potential Proposers	November 20, 2023 2:00 p.m.
Interviews (if needed)	Agency & Potential Proposers	November 27 – 28, 2023
Selection	Agency	November 28, 2023
Negotiations	Agency & Selected Proposer	November 30, 2023
Notice of Award	Agency	After the December Governing Board Meeting - first or second week of December 2023

The Agency reserves the right to reject any and all proposals for any reason. The Agency may not proceed, for any reason, with the selection process of a proposer if the Agency deems it is in the best interest of the organization. The Agency shall not be responsible to any of the submitters for the cost of preparing their proposal in response to this RFP.

Proposals must include the entire Scope of Work as outlined in this RFP.

Appendix A: Scope of Work

The proposal should provide a detailed scope to provide design phase services for the Agency's Replenish Big Bear Project (Project). Scope for the Final Design Phase (Tasks 1 to 7) are detailed in this Scope of Work.

The Project will be procured by means of the traditional design-bid-build delivery method, split into the following complete and independent construction bid packages:

Bid Packages

Bid Package 1: Conveyance Pipelines

This bid package will include complete set of plans and specifications for the construction of the:

- Pipeline to Lake: 12" 19,940 LF

Bid Package 2: Monitoring Wells

This bid package will include a complete set of plans and specifications for the construction of the:

- Two monitoring wells near the brine Evaporation Ponds at the WWTP site.

Bid Package 3: Evaporation Pond

This bid package will include a complete set of plans and specifications for the construction of the:

- Evaporation ponds between 23 and 57 acres at the WWTP site. The ponds would be segmented into different storage basins to allow for evaporation of the brine stream in a cycle of filling with brine, allowing the brine to evaporate, and then removing remaining brine.

Bid Package 4: WWTP Upgrades

This bid package will include a complete set of plans and specifications for the construction of the full Advanced Water Purification Facility (AWPF) at the Agency's WWTP with the goal of meeting the treatment requirements. This bid package includes upgrades to the WWTP, to include 2.2 MGD of full advanced treatment, producing up to 2,210 AFY of purified water. The facilities in this bid package are anticipated to include:

- Upgrades to the Oxidation Ditches
- New Denitrification Filter
- New UF and RO filtration membranes
- New UV Disinfection
- New AOP
- New Pellet Reactor: 0.22 MGD
- Brine Pipeline (within WWTP property): 10" 1,350 LF
- Installation of 2 megawatts (MW) of solar panels to be installed at the Agency's administration and WWTP site. The solar panels will be installed east of the old sludge building at the WWTP as a solar field and atop the Operation and Control Building (OAC) and Administration Building roofs.
- Two pump stations in order to facilitate Project operation as follows:

- Effluent Pump Station @ WWTP 1,520 gpm
- Brine Pump Station @ WWTP: 20 gpm

Overview of Project Scope

An overview of project scope is provided below and applies generally to all bid packages, unless otherwise noted:

Task 1 – Project Management

Task 1.1 General

This task includes all basic project management activities, including managing the contract, invoicing and reporting, and project meetings.

Task 1.2 Meetings

For each meeting, the Consultant shall submit an agenda at least 72 hours prior to the meeting and, within 1 week of the meeting, prepare and submit a meeting summary, including the presentation and materials provided.

Task 1.2.1 Kick Off Meeting

Consultant shall include one (1) Kick off meeting scheduled for at least four (4) hours.

Task 1.2.2 Design Review Workshops

Consultant shall lead design review workshops with the Agency after the preliminary, intermediate, and final design submittals for the AWP. Consultant can assume design review workshops are required only after the intermediate submittals for all other Bid Packages. It is expected that the design workshops will be scheduled following comments submitted by the Agency. The purpose of the workshops will be to review major comments, discuss important design considerations, review the schedule, discuss permitting status, and set action items.

Task 1.2.3 Value Engineering (VE) Review Meeting

Consultant shall attend a VE review meeting to listen to presentation on value engineering concepts that could result in project optimization. VE review meeting is expected to last two hours. Consultant shall respond to project optimization alternatives as discussed further in Task 3.1.

Task 1.2.4 Progress Review Meetings

Consultant shall lead regular progress review meetings of up to 90 minutes each. These progress review meetings are expected to occur monthly, but not during months when the design review workshops are scheduled.

Deliverables:

- Draft meeting agenda. Meeting summary, including presentation and materials provided.

Task 2 – Preliminary Engineering

Task 2.1 Data Collection

The Consultant will be allowed access to Project files via the file share site. The Consultant shall develop a data request list and submit it to the Agency.

Task 2.2 Geotechnical Engineering Report

The Consultant shall prepare a complete geotechnical report necessary to complete the objectives of the Project, including but not limited to, locating and performing testing borings and preparing boring logs for the AWPf and Conveyance Pipeline; report results of all laboratory tests; make recommendations regarding site preparation, backfilling and grading; discuss foundation conditions under each existing and new structural evaluation; perform chemical analysis to determine corrosivity of soils; determine depth of groundwater; discuss proposed dewatering methods; perform R-value testing; and pavement sections. This document shall be a stand-alone document and will be made available for construction bidders.

Deliverables:

- Geotechnical Report (Draft and Final)

Task 2.3 Utility Investigation

The Consultant will coordinate with utility providers in the Project area to determine locations of existing subsurface utilities that could impact the final design of the Project.

Task 2.4 Basis of Design Validation Memorandum

The Facility Design Report and Pilot Study Report are expected to be completed in early 2024. The Consultant will review these reports and incorporate the findings into the detailed design. The Consultant shall incorporate the findings of Task 2 subtasks and present the Agency a technical memorandum that validates the recommendations of the reports two or recommends changes to the design. Should changes be recommended, the Consultant shall provide a detailed explanation of the change, the justification for the change, and the impacts on the Project to allow the Agency to make an informed decision.

Deliverables:

- Basis of Design Validation Technical Memorandum (Draft and Final)

Task 3 – Detailed Design

Task 3.1 Bid Package 1: Conveyance Pipeline

The Consultant shall prepare, provide comprehensive QA/QC, and submit design plans and specifications for the Conveyance Pipeline, broken into the following deliverables:

- Intermediate – Builds upon the conceptual Distribution Pipeline Proposed Alignment Drawing, provides a final alignment in plan view with existing utilities shown. Profiles shall be developed for the pipeline as needed for critical crossing locations and connection details. Consultant shall coordinate review by other



existing utilities within the Proposed Pipeline Alignment Drawing and incorporate comments and concerns into Drawing.

- **Final** – Incorporate comments received by the Agency on the Intermediate submittal and advance the design. All drawings should be submitted and developed to a high level of completion for a final review.
- **Bid Set** – Incorporate any final comments from the Agency on the Final submittal and prepare a set of plans and specifications for the purposes of issuing them to Contractors to obtain construction bids.

The complete sheet list and specification lists shall be provided with the Consultant's proposal. The Consultant shall identify the development of each sheet by deliverable.

Front-end specifications will be tailored for this project by the Agency to meet grant requirements. The Agency will seek input and guidance from the Consultant and the Consultant will make changes to their standard technical specifications to meet grant requirements as applicable.

Upon submission of each deliverable, the Agency will endeavor to review and provide a consolidated set of comments to the Consultant within two (2) weeks.

Deliverables:

- Intermediate, Final, Bid Set:
 - Plans – one (1) electronic copy (PDF format)
 - Specifications –one (1) electronic copy (PDF format)
 - Design calculations (PDF format)
 - Engineer's Estimate of Probable Cost (EEOPC) (PDF format)
 - Projected construction schedule (MS Project or equivalent)
 - Comment response log, as applicable (PDF format)
- In addition, with the Bid Set submittal:
 - Electronic Drawing files (DWG format)
 - One (1) list of anticipated Construction Contractor Submittals (PDF format)
 - One (1) list of potential bidders (PDF format)

Task 3.2 Bid Package 2 - Monitoring Wells

The Consultant shall prepare, provide comprehensive QA/QC, and submit design plans and specifications for the Monitoring Wells, broken into the following deliverables:

- **Intermediate** – Facility Design Report and Pilot Study Report, and Basis of Design Validation Memorandum to provide a set of technical specifications and plans for two monitoring wells near the brine Evaporation Ponds at the WWTP site.
- **Final** – Incorporate comments received by the Agency on the Intermediate submittal and advance the design. All specifications and drawings should be submitted and developed to a high level of completion for a final review.



- **Bid Set** – Incorporate any final comments from the Agency on the Final submittal and prepare a set of plans and specifications for the purpose of issuing them to Contractors to obtain construction bids.

The complete sheet list and specification lists shall be provided with Consultant's proposal. Consultant shall identify the development of each sheet by deliverable.

Front-end specifications will be tailored for this project by the Agency to meet grant requirements. The Agency will seek input and guidance from the Consultant and the Consultant will make changes to their standard technical specifications to meet grant requirements as applicable.

Upon submission of each deliverable, the Agency will endeavor to review and provide a consolidated set of comments to the Consultant within two (2) weeks.

Deliverables:

- Intermediate, Final, Bid Set:
 - Plans – one (1) electronic copy (PDF format)
 - Specifications –one (1) electronic copy (PDF format)
 - Design calculations (PDF format)
 - Engineer's Estimate of Probable Cost (EEOPC) (PDF format)
 - Projected construction schedule (MS Project or equivalent)
 - Comment response log, as applicable (PDF format)
- In addition, with the Bid Set submittal:
 - Electronic Drawing files (DWG format)
 - One (1) list of anticipated Construction Contractor Submittals (PDF format)
 - One (1) list of potential bidders (PDF format)

Task 3.3 Bid Package 3 - Evaporation Pond

The Consultant shall prepare, provide comprehensive QA/QC, and submit design plans and specifications for the Evaporation Pond, broken into the following deliverables:

- **Intermediate** – Facility Design Report and Pilot Study Report, and Basis of Design Validation Memorandum to provide a set of technical specifications and plans for the Evaporation Pond.
- **Final** – Incorporate comments received by the Agency on the Intermediate submittal and advance the design. All specifications and drawings should be submitted and developed to a high level of completion for a final review.
- **Bid Set** – Incorporate any final comments from the Agency on the Final submittal and prepare a set of plans and specifications for the purposes of issuing them to Contractors to obtain construction bids.

The complete sheet list and specification lists shall be provided with Consultant's proposal. Consultant shall identify the development of each sheet by deliverable.



Front-end specifications will be tailored for this project by the Agency to meet grant requirements. The Agency will seek input and guidance from the Consultant and the Consultant will make changes to their standard technical specifications to meet grant requirements as applicable.

Upon submission of each deliverable, the Agency will endeavor to review and provide a consolidated set of comments to the Consultant within two (2) weeks.

Deliverables:

- Intermediate, Final, Bid Set:
 - Plans – one (1) electronic copy (PDF format)
 - Specifications –one (1) electronic copy (PDF format)
 - Design calculations (PDF format)
 - Engineer’s Estimate of Probable Cost (EEOPC) (PDF format)
 - Projected construction schedule (MS Project or equivalent)
 - Comment response log, as applicable (PDF format)
- In addition, with the Bid Set submittal:
 - Electronic Drawing files (DWG format)
 - One (1) list of anticipated Construction Contractor Submittals (PDF format)
 - One (1) list of potential bidders (PDF format)

Task 3.4 Bid Package 4 - WWTP Upgrades

The Consultant shall prepare, provide comprehensive QA/QC, and submit design plans and specifications for the AWPF, broken into the following deliverables:

- Preliminary – Facility Design Report and Pilot Study Report, and Basis of Design Validation Memorandum and provides preliminary drawings from all disciplines, including civil, structural, mechanical, process, electrical and instrumentation. No technical specifications are required with this submittal.
- Intermediate – Incorporate comments received by the Agency on the Preliminary submittal and advance the design. All critical drawings that define the size, configuration, process control and key features of the Project components shall be developed to a high level of completion. Other drawings showing details and refinements shall be in progress. Technical specifications shall be developed to a “first draft” level. Comments received on the Preliminary Design shall be addressed in the Intermediate Design.
- Final – Incorporate comments received by the Agency on the Intermediate submittal and advance the design to completion. All drawings should be submitted and developed to completion for a final review. Provide a complete final design report describing the criteria and choices made for each process area.
- Bid Set – Incorporate any final comments from the Agency on the Final submittal and prepare a set of sealed plans and specifications for the purpose of issuing them to Contractors to obtain construction bids.

The complete sheet and specification lists shall be provided with the Consultant's proposal. The Consultant shall identify the development of each sheet by deliverable. Front-end specifications will be tailored for this Project by the Agency to meet grant requirements. The Agency will seek input and guidance from the Consultant and the Consultant will make changes to their standard technical specifications to meet grant requirements as applicable.

Upon submission of each deliverable, the Agency will endeavor to review and provide a consolidated set of comments to the Consultant within three (3) weeks. Review comments may be generated by the Agency, the Agency Team, or its representatives. The Agency plans to conduct a Value Engineering workshop following the Intermediate design. The Workshop is anticipated to last one (1) week and result in a summary of changes that the Agency and Consultant may elect to implement into the design. The Consultant will address all VE concepts in the final design report. The Consultant will provide responses to why VE concepts should or should not be incorporated into the final design.

Deliverables:

- Preliminary, Intermediate, Final, Bid Set:
 - Plans – one (1) electronic copy (PDF format)
 - Specifications –one (1) electronic copy (PDF format) (Not Required with Preliminary)
 - Design calculations (PDF format)
 - Engineer's Estimate of Probable Cost (EEOPC) (PDF format)
 - Projected construction schedule (MS Project or equivalent)
 - VE Response
 - Comment response log, as applicable (PDF format)
- In addition, with the Bid Set submittal:
 - Electronic Drawing files (DWG format)
 - One (1) list of anticipated Construction Contractor Submittals (PDF format)
 - One (1) list of potential bidders (PDF format)

Task 4 – Permitting

Task 4.1 Permit Development and Support

Provide permit development and support services to the permits led by the Agency. The Consultant may be requested to provide engineering documents to support the permit applications. The permits that will be led by the Agency include, but are not limited to:

Wastewater Treatment Plant Construction Permits

Permit	Regulatory Agency	Reason for Permit or Approval
National Pollutant Discharge Elimination System (NPDES) NPDES Permit to Discharge into Stanfield Marsh	Santa Ana Regional Water Quality Control Board (RWQCB)	Permit needed to discharge purified water into Stanfield Marsh/Lake.
Well Permits for Brine Monitoring Wells	San Bernardino County Environmental Health Services	Permit to construct the two brine monitoring wells.
NPDES Low Threat Discharge Permit	Santa Ana RWQCB	Permit to discharge the backwash from flushing wells.
Waste Discharge Requirements (WDR) Order R7-2021-0023 Modification	Colorado River RWQCB	A permit modification to BBARWA's existing WDR is needed for changes in operation.
Construction General Permit (stormwater)	Santa Ana RWQCB	A permit is needed for all construction upgrades at the WWTP property.
Air Quality Management District Authority to Construct Permit	South Coast Air Quality Management District (SCAQMD)	The "Permit to Operate" is a permit granting permission to operate the equipment or processes within enforceable limits designed to meet local air quality standards.
Grading Permit (if needed)	San Bernardino County	A Grading Permit is required when excavation (cut) and embankment (fill) grading activities move more than 100 cubic yards. Prior to starting any grading activities, you will be required to submit plans and any necessary supporting documentation. After submitting your plans, they go through the plan review process, which involves reviews to verify compliance with the California Building Codes, San Bernardino County Development Code, and/or any required laws and regulations.
Building Permit	San Bernardino County Building and Safety	A building permit is required for any occupied building. The RBB buildings may be exempted.
CEQA/NEPA		Amend CEQA/NEPA documents if project components change.



Distribution Infrastructure – Lake Construction Permits

Permit	Regulatory Agency	Reason for Permit or Approval
Construction General Permit (Stormwater)	Santa Ana RWQCB	A permit is needed for all construction activities of the pipeline.
Encroachment Permits	Caltrans or San Bernardino County	Permits for pipeline construction.
Clean Water Act (CWA) 401 Water Quality Certification	Santa Ana RWQCB	
Army Corps of Engineers (ACOE) CWA 404 Permit	United States Army Corps of Engineers (USACE)	
California Department of Fish & Wildlife (CDFW) Section 1600 Lake and Streambed Alteration	CDFW	
California Division of Drinking Water (DDW) Water Main Separation Variance Waiver	DDW	

Task 5 – Equipment Pre-Selection

The Consultant may provide recommendations for pre-selection of equipment/materials and prepare appropriate pre-selection procurement packages to meet the schedule goal of Start-up Spring of 2027.

Deliverables:

- Equipment Pre-Selection Package(s) (Draft and Final)

Task 7 – Bidding Assistance

Consultant shall attend the pre-bid meeting(s). The Consultant shall prepare required responses for any addenda, letters of clarification, etc. issued to respond to design questions during the bidding period. Consultant shall prepare Conformed Plans and Specifications to incorporate addenda issued during the bid phase.

Deliverables:

- Responses for Addenda, Letters of Clarification, etc.
- Conformed Construction Documents

Design Schedule

The following design schedule outlines the milestones to complete start-up of the new facility by Spring 2027. The Agency will look to the Consultant to offer a schedule that will accelerate final delivery of the design packages.

Due Date	Duration	Task
December 2023	10 days	Award Contract to Consultant
		Kick Off Meeting
		Draft Basis of Design Validation TM
		Draft Equipment and Pre-Procurement Bid Package(s)
		Final Equipment and Pre-Procurement Bid Package(s)
		Preliminary WWTP Upgrade Design Package
		Intermediate Bid Packages
		Final Bid Packages
		Bid Set for all Bid Packages
		Bid Phase End

Note:

1. Duration assumes some rework stemming from integration of VE concepts. Should additional time be needed, the Agency will evaluate extending the design schedule.



Appendix B: Construction Phase Support

Construction Phase Support includes the following services to be performed by the Consultant and associated specialty subconsultants. Provide the same information as outlined in Section 3.3.2 Firm Qualifications and Experience and 3.3.3 Staff Experience. The actual scope and budget will be negotiated at a future date. This section will not be included in the overall page count of this RFP.

Task 8.1 Meetings

The Consultant shall attend the meetings as outlined below. Consultant can assume meetings will be held virtually, unless otherwise stated. Meeting agendas and minutes to be prepared by the Consultant.

Task 8.1.1 Pre-construction Meetings

Participate in four in-person pre-construction progress meetings, corresponding to each construction bid package. Attendees should include pertinent team members.

Task 8.1.2 Construction Progress Meetings

Participate in weekly construction progress meetings for the WWTP Upgrades and biweekly construction progress meetings for the other projects. Consultant can assume meetings will be held virtually.

Task 8.1.3 Special Meetings

- Submittal Review Meetings – Participate in up to ten (10) review meetings to focus on reviewing Consultant’s responses to submittals in effort to facilitate approval.
- Vendor Coordination Meetings - Participate in vendor coordination meetings. The purpose of the meetings may be to resolve issues related to their vendor provided issues.
- Process and Instrumentation Control System Meetings – Participate in routine monthly meetings with the Contractor and their integrator to review schedule, process control narratives, graphical displays, and discuss other topics to ensure the process control systems are progressing on schedule to not delay facility start-up.
- Start-up and Commissioning Meetings – Participate in routine bi-weekly start-up and commissioning meetings to review various topics related to starting and commissioning the AWPF.
- Other Miscellaneous Meetings – Participate in other miscellaneous special meetings that may cover other topics not included above.

Task 8.2 Submittal Review

The Consultant will review shop drawings and submittals for conformance with the requirements of the contract documents and return submittal review comments to the Contractor within 21 calendar days after receipt of submittal. The Consultant is expected to accommodate occasional expedited reviews for time sensitive submittals.



Task 8.3 Requests for Information (RFI) Responses

The Consultant will return written responses to RFIs as soon as possible, or within 7 calendar days of receipt of RFI, clarifying the requirements of the contract documents. The Consultant will generate necessary sketches, figures, and modifications to the drawings for clarifications. When required to avoid schedule delay or additional constructed-related costs, the Consultant will expedite the review of time sensitive RFIs.

Task 8.4 Prepare Design Changes or Contract Document Modifications

If the contract documents require modifications due to changed or unanticipated conditions or Agency requested changes, the Consultant will prepare design change documents, as needed. The Agency will issue change order documentation to the Contractor to request pricing to incorporate the work. Changes shown on drawings will be clearly marked and “clouded” for accurate identification of the scope of change.

The Consultant will maintain up-to-date contract documents. This change documentation will include plan drawings, schematics, details, schedules, and specifications as required. The Consultant shall prepare cost estimates for the changes when requested by the Agency.

Task 8.5 Field Visits

The Consultant shall coordinate monthly visits to the site by design team members. The purpose of the visits shall be to observe the general progress of the work and review any specific items of work that are brought to the attention of the design team members by the Agency or the Contractor. The design team shall prepare field trip reports and submit to the Agency within one (1) week of the visit.

Task 8.6 Structural Observations

The structural engineer of record or designated engineer shall perform structural observations during construction, as needed. The Consultant can assume specialty inspection will be performed by the Agency or the Agency’s representatives.

Task 8.7 Commissioning Support

Task 8.7.1 Commissioning Support

The Consultant shall provide process assistance to the Agency’s operations team during startup of process area pumps, pressure filters, RO system, and networks. The Consultant efforts will consist of a series of on-site visits to participate in the development of stable process systems.

The Consultant shall witness Functional Acceptance Testing (FAT) and document any deviations from the prepared procedures, failures, and anomalies during the testing.

The Consultant shall attend factory witness testing of SCADA programming, and HMI panels and document any deviations from the prepared procedures, failures, and anomalies during the testing.

Task 8.7.2 Operations and Maintenance Manual

Consultant shall develop the operations and maintenance manual (O&M) describing the operation of the facilities and systems. The manual will explain the purpose and basic concept of the various processes that are incorporated into the overall plant. Where appropriate, reference will be made to the manufacturer's detailed O&M submittals. It will include instructions for process operations and test or laboratory procedures that may be required to monitor the performance of the facilities. The manual will be suitable for use as an operational tool and to facilitate operator training. The manual will be produced in a computerized format using commercially available software. The O&M manual will be revised at the end of one year of operations based on actual operating and maintenance experience and input from the Agency's staff.

Task 8.8 Closeout Activities

Task 8.8.1 Final Inspection and Punch List

The Consultant's project manager, design manager, and pertinent technical discipline leads will attend the final inspection job walk with the Contractor and the Agency. The Consultant will make recommendations on the completion of the work including, but not limited to, completion of punch list items, site cleanup, leakage, and overall system operations. Each discipline lead will be involved in the final inspection job walk.

Task 8.8.2 Prepare Record Drawings

The Agency's construction manager will be responsible for continuous auditing of the Contractor's as-built set to verify accurate reflection of the information included in the approved shop drawings, RFIs, approved FCOs, plan clarifications, plan changes, and other deviations from the conformed drawings, and that the information in the set is complete. After completion of construction, the Agency will transmit to the Consultant the final field markup set of drawings (one compiled set only).

The Consultant shall prepare the final record drawings and submit them along with the Contractor's field markup set to the Agency. The format and quantities for delivery of the final record drawings will be as listed below:

- One (1) set of 22-inch by 34-inch mylar prints.
- All related electronic files provided on one flash drive, including Revit and CAD files, and completed .pdfs.



Appendix C: Evaporation Pond

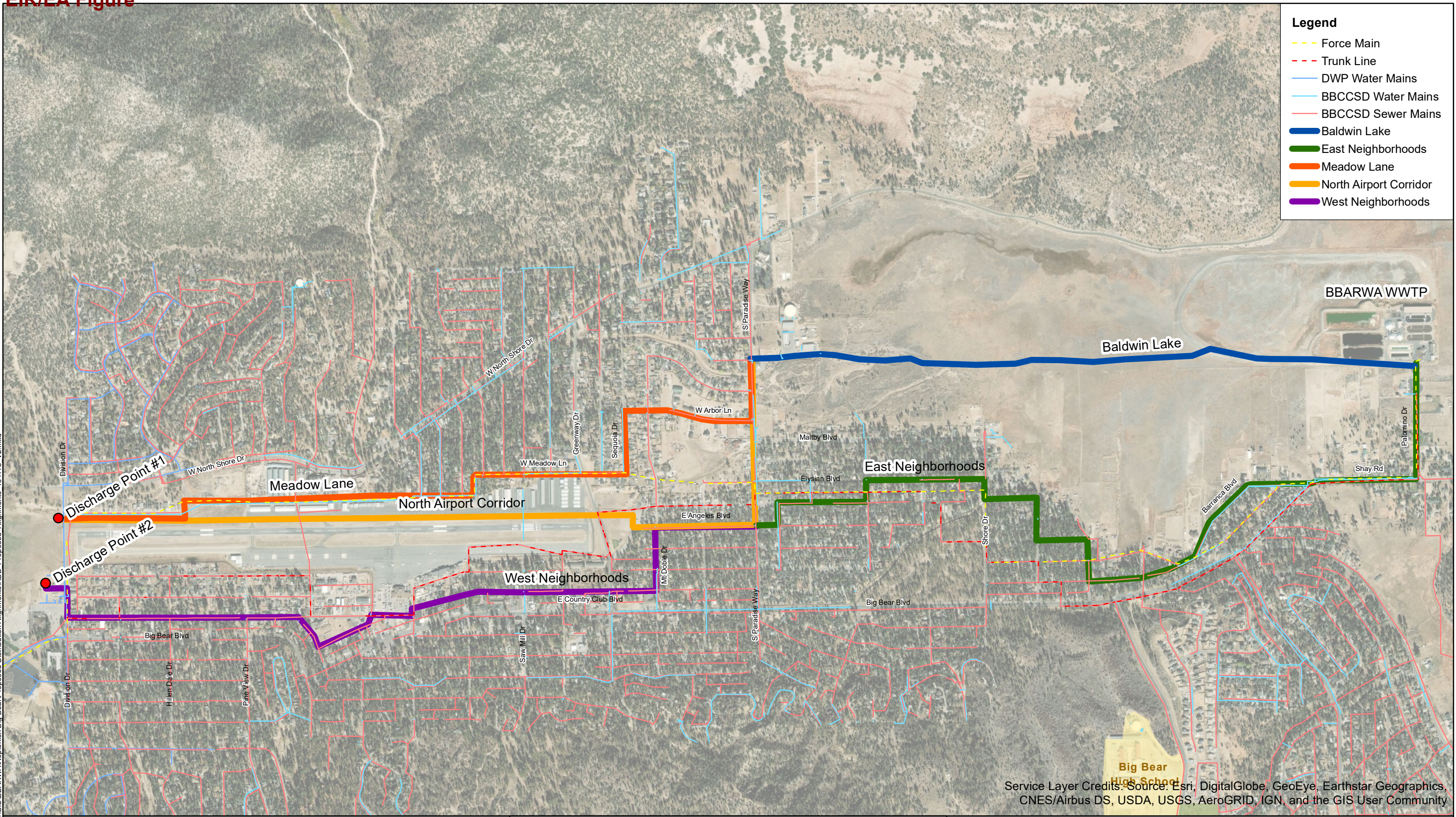
Scope of Upgrades



FIGURE 3-26



Appendix D: Proposed Alignment Alternatives



Path: W:\GIS\BBARWA\Replenish Big Bear\Proposed Distribution Alignments\RBB Proposed Alignments 191118 V2.mxd

Date: 11/21/2019



Lake Discharge
Proposed Alignment Alternatives



Legend

- Baldwin Lake
- East Neighborhoods

— East Neighborhoods



REPLENISH
— *Big Bear* —

Lake Discharge
Proposed Alignment Alternatives
Baldwin Lake & East Neighborhoods Alignments



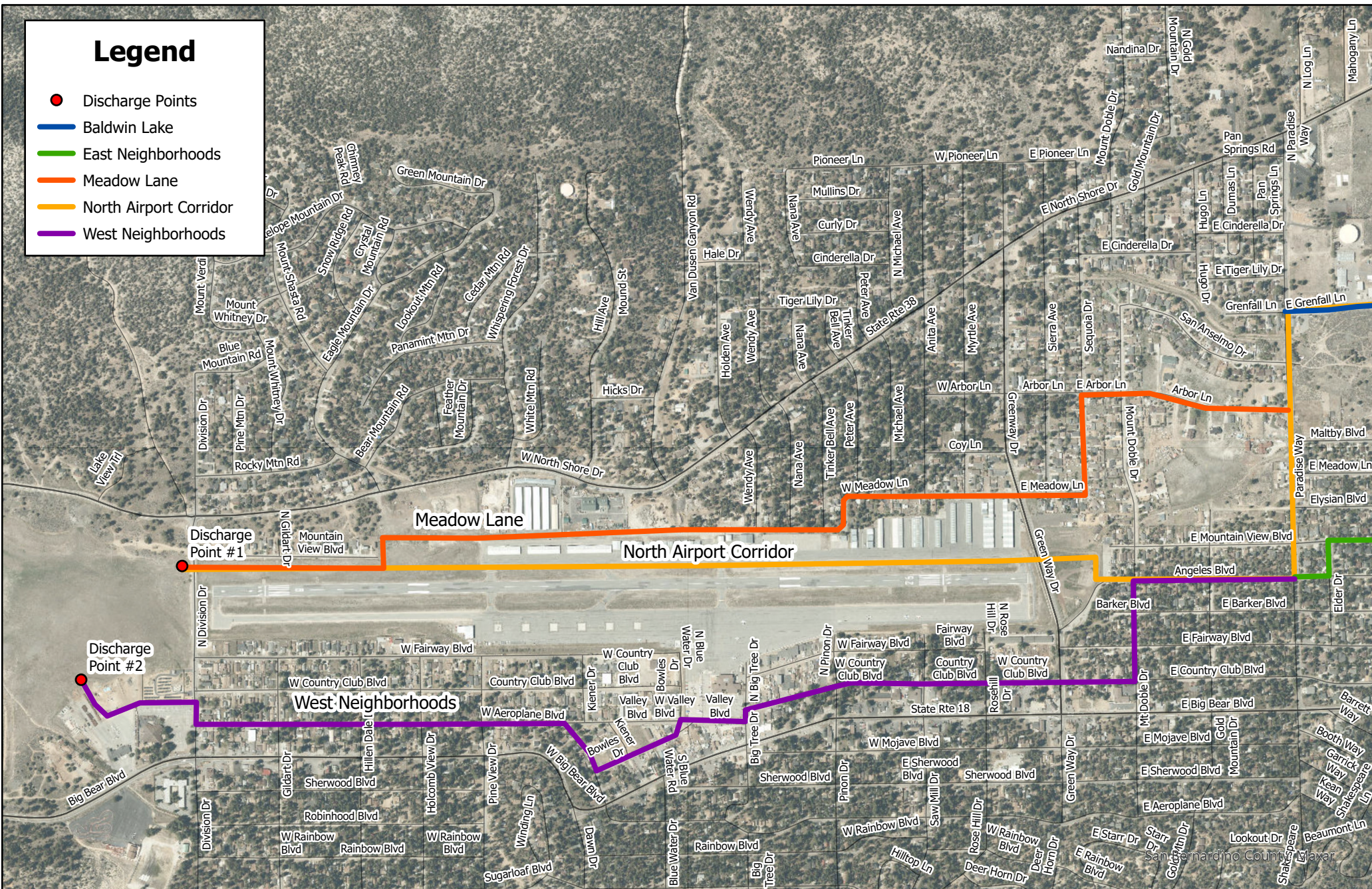
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Legend

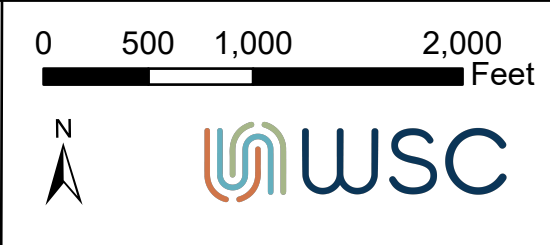
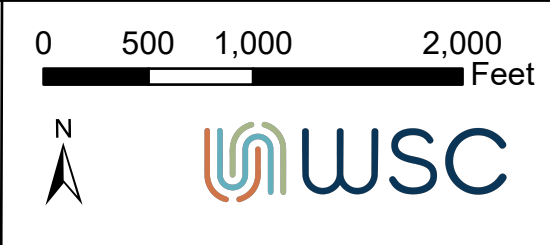
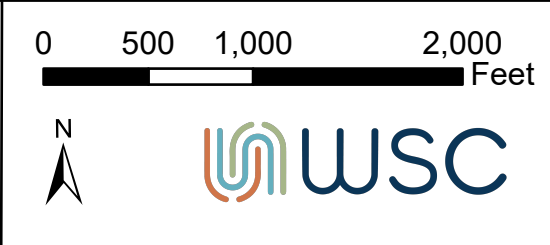
- Discharge Points
- Baldwin Lake
- East Neighborhoods
- Meadow Lane
- North Airport Corridor
- West Neighborhoods

- ## Legend
- Discharge Points
 - Baldwin Lake
 - East Neighborhoods
 - Meadow Lane
 - North Airport Corridor
 - West Neighborhoods



REPLENISH
— *Big Bear* —

Lake Discharge
Proposed Alignment Alternatives
Baldwin Lake & East Neighborhoods Alignments





Appendix E: Sample Agreement

BIG BEAR AREA REGIONAL WASTEWATER AGENCY PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 2023 by and between the Big Bear Area Regional Wastewater Agency, a California joint powers authority with its principal place of business at 121 Palomino Drive, Big Bear City, California 92314 ("Agency"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). Agency and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Agency is a public agency of the State of California and is in need of professional services for the following project:

Design and Construction Phase Services for the Replenish Big Bear Project
(hereinafter referred to as "the Project").

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

C. The Parties desire by this Agreement to establish the terms for Agency to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

a. Subject to paragraph 2(b) below, the Agency shall pay for such services in accordance with the **Schedule of Charges set forth in Exhibit "B."**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the Agency will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Agency, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Agency by Consultant

with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Agency and executed by both Parties before performance of such services, or the Agency will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Agency to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within the **"Activity Schedule" as included in Exhibit C.** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Agency, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Agency, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of Agency. No employee or agent of Consultant shall become an employee of Agency. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Agency as herein provided.

11. Insurance. Consultant shall not commence work for the Agency until it has provided evidence satisfactory to the Agency it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Agency.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured

against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Agency, its officials, officers, employees, agents and Agency designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Agency, and provided that such deductibles shall not apply to the Agency as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Agency.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Agency, its officials, officers, employees, agents and Agency designated volunteers additional insured status.

(iv) Subject to written approval by the Agency, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Agency as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in

a form and with insurance companies acceptable to the Agency and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Agency evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Agency at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General

Liability Additional Insured Endorsement to the Agency at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Agency or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Agency, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Agency and shall not preclude the Agency from taking such other actions available to the Agency under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Agency, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Agency, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

(iii) The Agency may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Agency nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Agency that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Agency as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Agency may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Agency's choosing), indemnify and hold the Agency, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Agency, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Agency, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Agency. Consultant shall defend, indemnify and hold the Agency, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Agency Material Requirements.

Consultant is hereby made aware of the Agency's requirements regarding materials, as set forth in the **Request for Proposal**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

17 Termination or Abandonment

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

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

18 Ownership of Materials and Confidentiality.

a. This Agreement creates a non-exclusive and perpetual license for Agency to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of Agency, and shall not be used in whole or in substantial part by Consultant on other projects without the Agency's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Agency reproducible copies of all Documents & Data, in a form and amount required by Agency. Agency reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Agency at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Agency upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Agency any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Agency upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Agency and provide Agency with the opportunity to obtain the documents. Consultant shall require all

subconsultants to agree in writing that Agency is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the Agency.

b. Agency shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Agency's sole risk. If Agency uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Agency upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

c. Consultant shall defend, indemnify and hold the Agency, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Agency of the Documents & Data, including any method, process, product, or concept specified or depicted.

d. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Agency, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Agency's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Agency.

19. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Agency.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

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

AGENCY:

Big Bear Area Regional Wastewater Agency
121 Palomino Drive
Big Bear City, California 92314
Attn: David Lawrence, P.E., General Manager

CONSULTANT:

[REDACTED]

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Agency and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However,

Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Agency. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Agency's Right to Employ Other Consultants

Agency reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Agency shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Agency, during the term of his or her service with Agency, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in **Exhibit "D" (Federal Requirements)** attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN
BIG BEAR AREA REGIONAL WASTEWATER AGENCY
AND [***INSERT NAME***]**

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

BIG BEAR AREA REGIONAL
WASTEWATER AGENCY, a
California joint powers authority

[INSERT NAME OF CONSULTANT]

By: _____
David Lawrence, P.E.
General Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
Bridgette Burton
Administrative Services Manager/
Board Secretary

EXHIBIT A
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice Agency on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Agency regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C
Activity Schedule

EXHIBIT D

Federal Requirements