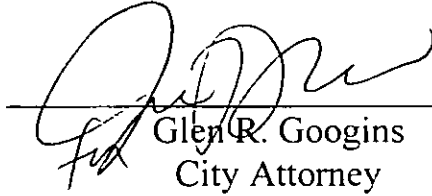


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL

  
Glen R. Googins  
City Attorney

Dated: 9/2/14

SECOND AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA AND  
INFRASTRUCTURE ENGINEERING CORPORATION (IEC)  
TO DEVELOP A WASTEWATER MASTER PLAN UPDATE

**Second Amendment to the Agreement between  
City of Chula Vista  
and  
Infrastructure Engineering Corporation (IEC) To Develop a Wastewater Master Plan  
Update**

This Second Amendment to Consultant Agreement (the "Second Amendment") is entered into by and between the City of Chula Vista (City) and Infrastructure Engineering Corporation ("IEC" or "Consultant"). This Second Amendment shall amend the Agreement between the City and IEC, approved by the City on December 6, 2011, for developing a Wastewater Master Plan Update (the "Agreement"), and shall be effective September 9, 2014 and is made with reference to the following facts:

**RECITALS**

WHEREAS, on December 6, 2011, the City Council approved an agreement between the City of Chula Vista (City) and Infrastructure Engineering Corporation (IEC) for developing a Wastewater Master Plan Update (Agreement); and,

WHEREAS, on May 28, 2013, the City Council approved the 1<sup>st</sup> amendment to the Agreement between the City and IEC; and,

WHEREAS, as the work on the study progressed, it became evident that additional services would be needed beyond what was defined in the original scope of work; and,

WHEREAS, this Second Amendment identifies the additional services to be performed by the Consultant; and,

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the additional services identified in this Second Amendment, to City, in accordance with the time frames and the terms and conditions of the Agreement, as amended.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and IEC agree to amend the Agreement as follows:

1. Add item 14 to Exhibit A, Paragraph 8. Scope of Work and Schedule, A. Detailed Scope of Work, Task V CIP, which shall read as follows:

14) The Consultant shall provide a maximum of 219 hours of training and technical support on modeling new development and asset management scenarios to City staff.

2. Amend Exhibit A, Paragraph 8, Scope of Work and Schedule, D. Date for Completion of all Consultant services, which shall read as follows:

Delete "April 30, 2014" and replace with "September 30, 2016".

3. Amend Exhibit A, Section 10. Compensation C. Hourly Rate Arrangement Not to Exceed Limit Per Phase, as follows:

Delete "\$48,760" in phase 5 maximum fee and replace with "97,875".

Delete "\$307,415" in total amount of phases and replace with "\$414,055".

4. Amend Exhibit A, Section 10. Compensation C. (1) Not-to-Exceed Limitation on Time and Materials Arrangement to read as follows:

"Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum Compensation amount, Consultant agrees that Consultant will perform all of the Defined Services herein required of Consultant for \$414,055, including all Materials, and other "reimbursables" (Maximum Compensation).

5. All other terms of the Agreement shall remain in full force and effect.

6. **Capacity of Parties.** Each signatory and party to this Second Amendment warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Second Amendment, and that all necessary resolutions or other actions have been taken so as to enable it to enter into this Second Amendment.

7. **Governing Law/Venue.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Second Amendment shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Second Amendment, and performance under it, shall be the City of Chula Vista.

**(End of page. Next page is signature page.)**

Signature Page  
To  
Second Amendment to the Agreement between  
City of Chula Vista and  
Infrastructure Engineering Corporation,  
To Develop a Wastewater Master Plan Update

IN WITNESS WHEREOF, City and Consultant have executed this Second Amendment to the Agreement, indicating that they have read and understood the Second Amendment, and indicate their full and complete consent to its terms:

City of Chula Vista

By: \_\_\_\_\_  
Cheryl Cox, Mayor

Attest:

\_\_\_\_\_  
Donna Norris, City Clerk

Approved as to form:

\_\_\_\_\_  
Glen R. Googins, City Attorney

Infrastructure Engineering Corporation,

By: Robert S. Weber  
Robert S. Weber, President

Exhibit List to Second Amendment to Agreement:

Exhibit A: Agreement between the City of Chula Vista and IEC dated December 6, 2011

Exhibit B: First Amendment to Agreement.

Parties and Recital Page(s)  
Agreement between  
City of Chula Vista  
and  
Infrastructure Engineering Corporation  
for Developing a Wastewater Master Plan Update

This agreement ("Agreement"), dated 12/6/11 (date of Council approval) for the purposes of reference only, and effective as of the date last executed unless another date is otherwise specified in Exhibit A, Paragraph 1, is between the City-related entity as is indicated on Exhibit A, Paragraph 2, as such ("City"), whose business form is set forth on Exhibit A, Paragraph 3, and the entity indicated on the attached Exhibit A, Paragraph 4, as Consultant, whose business form is set forth on Exhibit A, Paragraph 5, and whose place of business and telephone numbers are set forth on Exhibit A, Paragraph 6 ("Consultant"), and is made with reference to the following facts:

Recitals

**WHEREAS**, the update of the Wastewater Master Plan is needed to identify and analyze the City's current and future needs for wastewater conveyance, treatment, and disposal, and;

**WHEREAS**, the City requires that a consulting firm develop a Wastewater Master Plan Update (Plan). The purpose of the Plan is to: (1) establish a sewage generation rate based on the 2010 census, City's flow monitoring data and water conservation trends, (2) set the sewer capacity fee per Equivalent Dwelling Unit (EDU) that needs to be collected for new development in order to finance sewer and treatment capacity upgrades needed to accommodate this development, (3) evaluate the current wastewater collection system to ensure the sewer assets (infrastructure) continue to provide the required level of service, and (4) develop a CIP by identifying existing sewer deficiencies and recommending facility improvements to accommodate growth and ultimate City buildout conditions, and;

**WHEREAS**, on May 20, 2011, the City of Chula Vista's Engineering Division advertised the Request for Proposal (RFP) to provide consultant services necessary to prepare the Wastewater Master Plan Update, and;

**WHEREAS**, on June 30, 2011, the City of Chula Vista's Engineering Division received four (4) proposals to provide consultant services for the preparation of the Wastewater Master Plan Update, and;

**WHEREAS**, the Consultant selection process has been conducted in accordance with Section 2.56.110 of the Chula Vista Municipal Code. The selection panel has determined that Consultant is the firm best qualified to undertake the services described in the Agreement; and,

**WHEREAS**, Consultant warrants and represents that they are experienced and staffed in a manner such that they are and can prepare and deliver the services required of Consultant to City within the time frames herein provided all in accordance with the terms and conditions of this Agreement;

(End of Recitals. Next Page starts Obligatory Provisions.)

NOW, THEREFORE, BE IT RESOLVED that the City and Consultant do hereby mutually agree as follows:

All of the Recitals above are hereby incorporated into this Agreement.

## ARTICLE I. CONSULTANT'S OBLIGATIONS

### A. General

1. General Duties. Consultant shall perform all of the services described on the attached Exhibit A, Paragraph 7, entitled "General Duties".
2. Scope of Work and Schedule. In the process of performing and delivering said "General Duties", Consultant shall also perform all of the services described in Exhibit A, Paragraph 8, entitled "Scope of Work and Schedule", not inconsistent with the General Duties, according to, and within the time frames set forth in Exhibit A, Paragraph 8, and deliver to City such Deliverables as are identified in Exhibit A, Paragraph 8, within the time frames set forth therein, time being of the essence of this Agreement. The General Duties and the work and deliverables required in the Scope of Work and Schedule shall be herein referred to as the "Defined Services". Failure to complete the Defined Services by the times indicated does not, except at the option of the City, terminate this Agreement.
  - i. *Reductions in Scope of Work*. City may independently, or upon request from Consultant, from time to time, reduce the Defined Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction in the compensation associated with said reduction.
  - ii. *Additional Services*. In addition to performing the Defined Services herein set forth, City may require Consultant to perform additional consulting services related to the Defined Services ("Additional Services"), and upon doing so in writing, if they are within the scope of services offered by Consultant, Consultant shall perform same on a time and materials basis at the rates set forth in the "Rate Schedule" in Exhibit A, Paragraph 10(C), unless a separate fixed fee is otherwise agreed upon. All compensation for Additional Services shall be paid monthly as billed.
3. Standard of Care. The Consultant expressly warrants that the work to be performed pursuant to this Agreement, whether Defined Services or Additional Services, shall be performed in accordance with the standard of care ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.
  - i. *No Waiver of Standard of Care*. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

**B. Application of Laws.** Should a federal or state law pre-empt a local law, or regulation, the Consultant must comply with the federal or state law and implementing regulations. No provision of the Agreement requires the Consultant to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of the Agreement violates or would require the Consultant to violate any law, the Consultant agrees to notify City immediately in writing. Should this occur, the City and the Consultant agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project, or portions thereof, expeditiously.

1. Subcontractors. Consultant agrees to take appropriate measures necessary to ensure that all Project participants, such as subcontractors, comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local, affecting Project implementation. In addition, if a subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, the Consultant shall assure that the subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

**C. Insurance**

1. General. Consultant must procure and maintain, during the period of performance of this Agreement, and for twelve (12) months after completion, policies of insurance from insurance companies to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the Agreement and the results of that work by the Consultant, his agents, representatives, employees or subcontractors and provide documentation of same prior to commencement of work.
2. Minimum Scope of Insurance. Coverage must be at least as broad as:
  - i. *CGL.* Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
  - ii. *Auto.* Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
  - iii. *WC.* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  - iv. *E&O.* Professional Liability or Errors & Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage.
3. Minimum Limits of Insurance. Contractor must maintain limits no less than those included in the table below:



i. General Liability: (Including operations, products and completed operations, as applicable)	\$1,000,000 per occurrence for bodily injury, personal injury, (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
ii. Automobile Liability:	\$1,000,000 per accident for bodily injury, including death, and property damage.
iii. Workers' Compensation Employer's Liability:	Statutory \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
iv. Professional Liability or Errors & Omissions Liability:	\$1,000,000 each occurrence

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.
5. Other Insurance Provisions. The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:
  - i. *Additional Insureds.* City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds with respect all policies of insurance, including those with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to the contractor's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products/Completed Operations coverage.
  - ii. *Primary Insurance.* The Consultant's General Liability insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
  - iii. *Cancellation.* The insurance policies must include provisions stating that coverage will not be canceled by either party, except after thirty (30) days' prior written notice.

- iv. *Negligence*. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insureds in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
  - v. *Waiver of Subrogation*. Consultant's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage for the term required by this Agreement.
6. Claims Forms. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:
- i. *Retro Date*. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of the contract work.
  - ii. *Maintenance and Evidence*. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
  - iii. *Cancellation*. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
  - iv. *Copies*. A copy of the claims reporting requirements must be submitted to the City for review.
7. Acceptability of Insurers. Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers ("LESLI") with a current A.M. Best's rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.
8. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by Section C. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.
9. Subcontractors. Consultants must furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants is subject to all of the requirements included in these specifications.

10. Not a Limitation of Other Obligations. Insurance provisions under this Article shall not be construed to limit the Consultant's obligations under this Agreement, including Indemnity.

**D. Security for Performance**

1. Performance Bond. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide a Performance Bond (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled "Performance Bond"), then Consultant shall provide to the City a performance bond in the form prescribed by the City and by such sureties which are authorized to transact such business in the State of California, listed as approved by the United States Department of Treasury Circular 570, <http://www.fms.treas.gov/c570>, and whose underwriting limitation is sufficient to issue bonds in the amount required by the agreement, and which also satisfy the requirements stated in Section 995.660 of the Code of Civil Procedure, except as provided otherwise by laws or regulations. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Surety companies must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds for the limits so required. Form must be satisfactory to the Risk Manager or City Attorney which amount is indicated in the space adjacent to the term, "Performance Bond", in said Exhibit A, Paragraph 18.
  2. Letter of Credit. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide a Letter of Credit (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled "Letter of Credit"), then Consultant shall provide to the City an irrevocable letter of credit callable by the City at their unfettered discretion by submitting to the bank a letter, signed by the City Manager, stating that the Consultant is in breach of the terms of this Agreement. The letter of credit shall be issued by a bank, and be in a form and amount satisfactory to the Risk Manager or City Attorney which amount is indicated in the space adjacent to the term, "Letter of Credit", in said Exhibit A, Paragraph 18.
  3. Other Security. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide security other than a Performance Bond or a Letter of Credit (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled "Other Security"), then Consultant shall provide to the City such other security therein listed in a form and amount satisfactory to the Risk Manager or City Attorney.
- E. Business License.** Consultant agrees to obtain a business license from the City and to otherwise comply with Title 5 of the Chula Vista Municipal Code.

ARTICLE II. CITY OBLIGATIONS

A. **Consultation and Cooperation.** City shall regularly consult the Consultant for the purpose of reviewing the progress of the Defined Services and Schedule therein contained, and to provide direction and guidance to achieve the objectives of this Agreement. The City shall permit access to its office facilities, files and records by Consultant throughout the term of the agreement. In addition thereto, City agrees to provide the information, data, items and materials set forth on Exhibit A, Paragraph 9, and with the further understanding that delay in the provision of these materials beyond thirty (30) days after authorization to proceed, shall constitute a basis for the justifiable delay in the Consultant's performance of this agreement.

B. **Compensation.**

1. Following Receipt of Billing. Upon receipt of a properly prepared billing from Consultant submitted to the City periodically as indicated in Exhibit A, Paragraph 17, but in no event more frequently than monthly, on the day of the period indicated in Exhibit A, Paragraph 17, City shall compensate Consultant for all services rendered by Consultant according to the terms and conditions set forth in Exhibit A, Paragraph 10, adjacent to the governing compensation relationship indicated by a "checkmark" next to the appropriate arrangement, subject to the requirements for retention set forth in Paragraph 18 of Exhibit A, and shall compensate Consultant for out of pocket expenses as provided in Exhibit A, Paragraph 11.
2. Supporting Information. Any billing submitted by Consultant shall contain sufficient information as to the propriety of the billing, including properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature of the charges to the Project in order to permit the City to evaluate that the amount due and payable thereunder is proper, and such billing shall specifically contain the City's account number indicated on Exhibit A, Paragraph 17(C) to be charged upon making such payment.
3. Exclusions. In determining the amount of the compensation City will exclude any cost 1) incurred prior to the effective date of this Agreement; 2) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of the Consultant, its agents, employees, or subcontractors.
  - i. Errors and Omissions. In the event that the City Administrator determines that the Consultants' negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to City greater than would have resulted if there were no such negligence, errors, omissions, Consultant shall reimburse City for any additional expenses incurred by the City. Nothing herein is intended to limit City's rights under other provisions of this agreement.
4. Payment Not Final Approval. The Consultant understands and agrees that payment to the Consultant for any Project cost does not constitute a City final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation of Consultant of the terms of the Agreement. The Consultant acknowledges that City will not make a final determination about the eligibility of any cost until the final payment has been made on the Project or the results of an audit of the

Project requested by the City has been completed, whichever occurs latest. If City determines that the Consultant is not entitled to receive any portion of the compensation due or paid, City will notify the Consultant in writing, stating its reasons. The Consultant agrees that Project closeout will not alter the Consultant's responsibility to return any funds due City as a result of later refunds, corrections, or other similar transactions; nor will Project closeout alter the right of City to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

- i. *Consultant's Obligation to Pay.* Upon notification to the Consultant that specific amounts are owed to City, whether for excess payments or disallowed costs, the Consultant agrees to remit to City promptly the amounts owed, including applicable interest.

### ARTICLE III. ETHICS

#### A. Financial Interests of Consultant

1. Consultant is Designated as an FPPC Filer. If Consultant is designated on Exhibit A, Paragraph 14, as an "FPPC filer", Consultant is deemed to be a "Consultant" for the purposes of the Political Reform Act conflict of interest and disclosure provisions, and shall report economic interests to the City Clerk on the required Statement of Economic Interests in such reporting categories as are specified in Paragraph 14 of Exhibit A, or if none are specified, then as determined by the City Attorney.
2. No Participation in Decision. Regardless of whether Consultant is designated as an FPPC Filer, Consultant shall not make, or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a financial interest other than the compensation promised by this Agreement.
3. Search to Determine Economic Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant warrants and represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as the term is used in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest which would conflict with Consultant's duties under this agreement.
4. Promise Not to Acquire Conflicting Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant further warrants and represents that Consultant will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Fair Political Practices Act.
5. Duty to Advise of Conflicting Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant further warrants and represents that Consultant will immediately advise the City Attorney of City if Consultant learns of an economic interest

of Consultant's that may result in a conflict of interest for the purpose of the Fair Political Practices Act, and regulations promulgated thereunder.

6. Specific Warranties Against Economic Interests. Consultant warrants, represents and agrees:

- i. That neither Consultant, nor Consultant's immediate family members, nor Consultant's employees or agents ("Consultant Associates") presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of the Defined Services, or in any property within 2 radial miles from the exterior boundaries of any property which may be the subject matter of the Defined Services, ("Prohibited Interest"), other than as listed in Exhibit A, Paragraph 14.
- ii. That no promise of future employment, remuneration, consideration, gratuity or other reward or gain has been made to Consultant or Consultant Associates in connection with Consultant's performance of this Agreement. Consultant promises to advise City of any such promise that may be made during the Term of this Agreement, or for twelve months thereafter.
- iii. That Consultant Associates shall not acquire any such Prohibited Interest within the Term of this Agreement, or for twelve months after the expiration of this Agreement, except with the written permission of City.
- iv. That Consultant may not conduct or solicit any business for any party to this Agreement, or for any third party that may be in conflict with Consultant's responsibilities under this Agreement, except with the written permission of City.

#### IV. LIQUIDATED DAMAGES

A. **Application of Section.** The provisions of this section apply if a Liquidated Damages Rate is provided in Exhibit A, Paragraph 13.

1. Estimating Damages. It is acknowledged by both parties that time is of the essence in the completion of this Agreement. It is difficult to estimate the amount of damages resulting from delay in performance. The parties have used their judgment to arrive at a reasonable amount to compensate for delay.
2. Amount of Penalty. Failure to complete the Defined Services within the allotted time period specified in this Agreement shall result in the following penalty: For each consecutive calendar day in excess of the time specified for the completion of the respective work assignment or Deliverable, the Consultant shall pay to the City, or have withheld from monies due, the sum of Liquidated Damages Rate provided in Exhibit A, Paragraph 13 ("Liquidated Damages Rate").
3. Request for Extension of Time. If the performance of any act required of Consultant is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual

governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the Consultant, as determined by the City, Consultant shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event Consultant claims the existence of such a delay, the Consultant shall notify the City's Contract Administrator, or designee, in writing of that fact within ten (10) calendar days after the beginning of any such claimed delay. Extensions of time will not be granted for delays to minor portions of work unless it can be shown that such delays did or will delay the progress of the work.

## ARTICLE V. INDEMNIFICATION

### A. Defense, Indemnity, and Hold Harmless.

1. General Requirement. Except for liability for Professional Services covered under Article V, Section (A)(2), Consultant shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers and employees, from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Defined Services or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses (including without limitations, attorneys fees) arising from the sole negligence or sole willful misconduct of the City, its officers, employees. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.
2. Professional Services. For those professionals who are required to be licensed by the state (e.g. architects, landscape architects, surveyors and engineers) ("Design Professionals"), Design Professionals shall defend, indemnify and hold the City, 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Design Professional, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Design Professional's Services. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Design Professional, its employees, agents or officers, or any third party. The Design Professional's duty to indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees. This section in

no way alters, affects or modifies the Design Professional's obligation and duties under this Agreement.

3. Costs of Defense and Award. Included in the obligations in Sections 1 and 2, above, is the Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents and/or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expense and cost incurred by each of them in connection therewith.
4. Insurance Proceeds. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, and/or volunteers.
5. Declarations. Consultant's obligations under Article V shall not be limited by any prior or subsequent declaration by the Consultant.
6. Enforcement Costs. Consultant agrees to pay any and all costs City incurs enforcing the indemnity and defense provisions set forth in Article V.
7. Survival. Consultant's obligations under Article V shall survive the termination of this Agreement.

#### ARTICLE VI. TERMINATION OF AGREEMENT

- A. **Termination for Cause.** If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by Consultant shall, at the option of the City, become the property of the City, and Consultant shall be entitled to receive just and equitable compensation, in an amount not to exceed that payable under this Agreement and less any damages caused City by Consultant's breach, for any work satisfactorily completed on such documents and other materials up to the effective date of Notice of Termination,.
- B. **Termination of Agreement for Convenience of City.** City may terminate this Agreement at any time and for any reason, by giving specific written notice to Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished documents and other materials described hereinabove shall, at the option of the City, become City's sole and exclusive property. If the Agreement is terminated by City as provided in this paragraph, Consultant shall be entitled to receive just and equitable compensation, in an amount not to



exceed that payable under this Agreement, for any satisfactory work completed on such documents and other materials to the effective date of such termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth herein.

#### ARTICLE VII. RECORD RETENTION AND ACCESS

- A. **Record Retention.** During the course of the Project and for three (3) years following completion, the Consultant agrees and to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project as City may require.
- B. **Access to Records of Consultant and Subcontractors.** The Consultant agrees to permit, and require its subcontractors to permit City or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project.
- C. **Project Closeout.** The Consultant agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

#### ARTICLE VIII. PROJECT COMPLETION, AUDIT, AND CLOSEOUT

- A. **Project Completion.** Within ninety (90) calendar days following Project completion or termination by CITY, the Consultant agrees to submit a final certification of Project expenses and audit reports, as applicable.
- B. **Audit of Consultants.** The Consultant agrees to have performed financial and compliance audits the City may require. The Consultant also agrees to obtain any other audits required by City. The Consultant agrees that Project closeout will not alter the Consultant's audit responsibilities. Audit costs are allowable Project costs.
- C. **Project Closeout.** Project closeout occurs when City notifies the Consultant that City has closed the Project, and either forwards the final payment or acknowledges that the Consultant has remitted the proper refund. The Consultant agrees that Project closeout by City does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from City

#### ARTICLE VIII. MISCELLANEOUS PROVISIONS

- A. **Assignability.** The services of Consultant are personal to the City, and Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without prior written consent of City.

1. Limited Consent. City hereby consents to the assignment of the portions of the Defined Services identified in Exhibit A, Paragraph 16 to the subconsultants identified thereat as "Permitted Subconsultants".

**B. Ownership, Publication, Reproduction and Use of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under this Agreement shall be the sole and exclusive property of City. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express written consent of City. City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

**C. Independent Contractor.** City is interested only in the results obtained and Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. City maintains the right only to reject or accept Consultant's work products. Consultant and any of the Consultant's agents, employees or representatives are, for all purposes under this Agreement, independent contractors and shall not be deemed to be employees of City, and none of them shall be entitled to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Therefore, City will not withhold state or federal income tax, social security tax or any other payroll tax, and Consultant shall be solely responsible for the payment of same and shall hold the City harmless with regard thereto.

1. Actions on Behalf of City. Except as City may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind City or its members, agents, or employees, to any obligation whatsoever, unless expressly provided in this Agreement.

2. No Obligations to Third Parties. In connection with the Project, the Consultant agrees and shall require that its agents, employees, subcontractors agree that the City shall not be responsible for any obligations or liabilities to any third party, including its agents, employees, subcontractors, or other person or entity that is not a party to this Agreement. Notwithstanding that the City may have concurred in or approved any solicitation, subagreement, or third party contract at any tier, neither City shall have any obligations or liabilities to such other party.

**D. Administrative Claims Requirements and Procedures.** No suit or arbitration shall be brought arising out of this agreement, against the City unless a claim has first been presented in writing and filed with the City and acted upon by the City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if

fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

- E. **Administration of Contract.** Each party designates the individuals ("Contract Administrators") indicated on Exhibit A, Paragraph 12, as said party's contract administrator who is authorized by said party to represent them in the routine administration of this agreement.
- F. **Term.** This Agreement shall terminate when the Parties have complied with all executory provisions hereof.
- G. **Attorney's Fees.** Should a dispute arising out of this Agreement result in litigation, it is agreed that the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorney's fees and court costs incurred. The "prevailing party" shall be deemed to be the party who is awarded substantially the relief sought.
- H. **Statement of Costs.** In the event that Consultant prepares a report or document, or participates in the preparation of a report or document in performing the Defined Services, Consultant shall include, or cause the inclusion of, in said report or document, a statement of the numbers and cost in dollar amounts of all contracts and subcontracts relating to the preparation of the report or document.
- I. **Consultant is Real Estate Broker and/or Salesman.** If the box on Exhibit A, Paragraph 15 is marked, the Consultant and/or their principals is/are licensed with the State of California or some other state as a licensed real estate broker or salesperson. Otherwise, Consultant represents that neither Consultant, nor their principals are licensed real estate brokers or salespersons.
- J. **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified herein as the places of business for each of the designated parties.
- K. **Integration.** This Agreement, together with any other written document referred to or contemplated herein, embody the entire Agreement and understanding between the parties relating to the subject matter hereof. Neither this Agreement nor any provision hereof may be amended, modified, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
- L. **Capacity of Parties.** Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions or other actions have been taken so as to enable it to enter into this Agreement.

M. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.

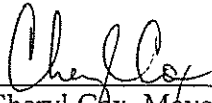
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Signature Page  
to  
Agreement between  
City of Chula Vista and  
Infrastructure Engineering Corporation  
for Developing a Wastewater Master Plan Update

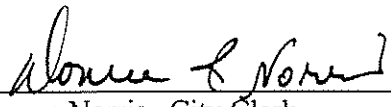
IN WITNESS WHEREOF, City and Infrastructure Engineering Corporation have executed this Agreement thereby indicating that they have read and understood same, and indicate their full and complete consent to its terms:

Dated: 12/13/11

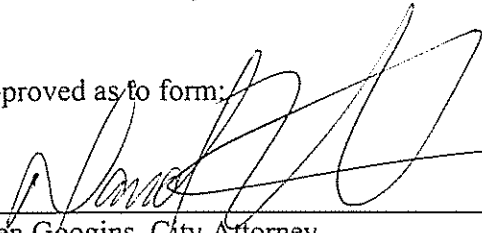
City of Chula Vista

By:   
Cheryl Cox, Mayor

Attest:

  
Donna Norris, City Clerk

Approved as to form:

  
Glen Googins, City Attorney

Dated: 12/13/11

Infrastructure Engineering Corporation

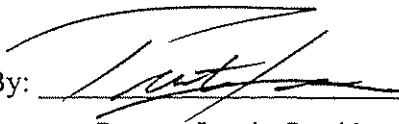
By:   
Preston Lewis, President

Exhibit List to Agreement (X)      Exhibit A.

Exhibit A  
to  
Agreement between  
City of Chula Vista  
and  
Infrastructure Engineering Corporation

1. Effective Date of Agreement: (Date of Council approval)

2. City-Related Entity:

City of Chula Vista, a municipal chartered corporation of the State of California

Redevelopment Agency of the City of Chula Vista, a political subdivision of the State of California

Industrial Development Authority of the City of Chula Vista, a  
\_\_\_\_\_

Other: \_\_\_\_\_, a [insert business form]

("City")

3. Place of Business for City:

City of Chula Vista  
276 Fourth Avenue  
Chula Vista, CA 91910

4. Consultant:

Infrastructure Engineering Corporation  
14271 Danielson Street  
Poway, California 92064

5. Business Form of Consultant:

Sole Proprietorship  
 Partnership  
 Corporation

6. Place of Business, Telephone and Fax Number of Consultant:

14271 Danielson Street  
Poway, California 92064  
Voice Phone: (858) 413-2400  
Fax Phone: (858) 413-2440

7. General Duties: The Consultant shall prepare a Wastewater Plan Update (Plan) to the satisfaction of the City's Director of Public Works.

The Plan will provide a comprehensive review and evaluation of the City of Chula Vista's wastewater collection, conveyance, and treatment capacity requirements under existing and ultimate City buildout conditions. The Plan will update the City's existing comprehensive plan for identifying, prioritizing, constructing, and implementing sewer improvements citywide. The Plan will support SANDAG's population growth as well as the City's General Plan. As such, the Plan shall include a 40-year Capital Improvement Plan (CIP) which provides the basis for recommending system improvements and related capacity fees, sewer rates and capital financing plans.

The Plan will serve the City as an asset management document to determine the annual rehabilitation, replacement and expansion of existing sewer facilities. In addition, it will identify the need for additional facilities, thus the City could meet its sewer capacity sustained growth and demands at the year 2050. The objectives of the Plan are as follows:

#### Objectives

- 1) Sewage Generation: To establish a sewage generation rate based on the 2010 census, City's flow monitoring data and water conservation trends. The revised sewage generation rate will be utilized to estimate the additional treatment capacity that must be secured by the City to meet buildout sewer demands.
- 2) Capacity Fees: To set the sewer capacity fee per Equivalent Dwelling Unit (EDU) that needs to be collected for new development in order to finance sewer and treatment capacity upgrades needed to accommodate this development. The fee will ensure that adequate revenues are collected to accommodate the acquisition of additional treatment capacity or construction of an independent wastewater reclamation facility in accordance with the 2011 feasibility study. The report shall include the calculation methodology for the recommended capacity fee recommendations.
- 3) Wastewater Asset Management Program (WAMP): To extend the life of wastewater system assets, optimize maintenance and renewal by recommending improvements to the collection system. The WAMP will enable the City to meet service levels at an acceptable level of risk and lowest life cycle cost of the asset.
- 4) CIP: To develop a capital improvement plan (CIP) by identifying existing sewer deficiencies and recommending facility improvements to accommodate growth and ultimate City buildout conditions.
- 5) Model: Deliver a completed functional model of the sanitary sewer system for City use. The City will provide all pertinent Infoworks hydraulic model input data.

All the engineering services shall be completed in accordance with this agreement as described in Paragraph 8, Scope of Work and Schedule.

8. Scope of Work and Schedule:

## A. Detailed Scope of Work

### I. Research

- 1) Consultant shall review previous reports by the City and/or consultants to the City relating to planning, engineering, and financial data including: population, land use, GIS system information, including sewer basins, sewage system, orthographic photographs, prior master plans and model data, water billing data, pump station flows, the existing InfoWorks model, and existing/future system characteristics and requirements. Review shall also include: the City's General Plan and population forecast data from the San Diego Association of Governments (SANDAG), existing sewer atlas maps, economic development plans, Specific Plans, current mapping of land use/zoning plans, specific development plans, topographic data, City standard design criteria, interagency agreements, the Draft wastewater reserve policy, sewer system design criteria, policies, procedures and fee structures.
- 2) Consultant shall maintain a data/document inventory that lists the data/documents received from the City, the date received, and if the data needs to be returned to City. This inventory shall be updated as new information is received and supplied to the City at status meetings.

### II. Sewage Generation Rate

- 1) Consultant shall perform an analysis of existing sewage flows by land use classification to develop unit wastewater flow factors. Wastewater flow factors will be based upon City water billing data with return-to-sewer ratios applied. Peak factors curves will be developed for peak dry and peak wet weather flows based upon existing and new flow information. I&I allowances will be estimated based on: existing flow monitoring data; a correlation of recent rainfall event data with wastewater treatment plant flows and sewer pump station run time data; an assessment of sewer system age/material; operations and maintenance data, and discussions with City staff.
- 2) Consultant shall ensure that the sewage generation rates coordinate with the sewage production parameters in Section 3-301 of the Subdivision Manual.
- 3) The City will provide all InfoWorks hydraulic model input data and existing land use condition will be provided by SANDAG and the City. Existing land use information will be supplemented, if necessary, based upon known information by either the City and/or SANDAG.



### III. Capacity Fees

Using the City's recent feasibility study as a basic guide, Consultant shall conduct a comprehensive assessment of the City's capacity charge. It is understood that the wastewater generated in Chula Vista is transported and processed at the San Diego Metro treatment plant and that the Metro plant is about to require an upgrade. Thus, the establishment of a capacity fee for both transportation and treatment will help the City recover its costs while minimizing the impact on its rates. Consultant shall do the following to ensure equitable cost recovery:

1) Review Current Wastewater Capacity Charge.

Consultant shall review the City's current fee methodology for equity. Consultant shall evaluate if the current fee structure recovers adequate costs to fund the allocated portion of infrastructure required to serve growth, and does not double count any costs, such as current facilities plus future replacement of those same facilities. Assess compliance with Government Code Section 66000 et. seq. (AB1600).

2) Review Customer Classifications and Strength Characteristics for Fee Recovery

Consultant shall review the City's customer classes and underlying wastewater strength assumptions for capacity fee recovery. Consultant shall calculate the City's current EDUs and project new development impact. Consultant shall then recommend appropriate modifications to help simplify the fee recovery classes and improve fee equity.

3) Identify & Evaluate Alternative Capacity Fee Methodologies

Consultant shall identify and evaluate alternative methods for calculating wastewater capacity fees. Consultant shall evaluate how each of these methods might be applied to the City. Consultant shall recommend capacity fees that will include both a) a buy-in component to recover costs of existing facilities with capacity to serve growth, and b) an expansion component for additional facilities needed to serve new development.

4) Allocate CIP Costs & Existing Facilities to Customers & Growth

Consultant shall review growth assumptions provided by the City and evaluate impacts of various growth scenarios on the timing of future facilities' capacity requirements. For example, under a higher growth scenario, the City will recover more capacity charge revenues, but will also have to fund more expansion projects sooner than under a lower growth scenario. Additionally, some projects may need to be constructed before growth can occur.

5) Calculate Fees and Incorporate Into the Model

Consultant shall calculate new capacity fees based on related costs and incorporate the recommendations into the financial model. The model will include the ability to allow all underlying assumptions to be modified based on future data.

#### Long-Term Sewer Financial Plan

In developing long-term financial plans, Consultant shall focus on developing a robust pay-as-you-go approach with capital projects and reserve fund establishment. Prudent funding of these projects and reserves means setting fees appropriately and gradually phasing in any service charge adjustments to not only prevent sudden rate spikes, but also ensure sufficient coverage for contingencies. To ensure the City's long-term fiscal solvency, Consultant shall provide the following approach:

1) Develop Forecasts & Projections

Based on the data assembled from the City and the fee assessment developed above, Consultant shall prepare forecasts and projections to serve as the basis of the long-term City financial plan. Consultant shall review projections with City staff for agreements on assumptions, interpretation of data, and completeness of approach. Projections shall include:

- Operating and maintenance costs
- Anticipated capital improvement project costs and timing
- Service charges, connection fees, interest earnings, and other revenues
- Growth rates and impacts of anticipated development
- If appropriate, debt service and debt service coverage
- Incorporations of the elements contained in the fee assessment

2) Develop Long-Term Revenue Requirements for Facility Replacements

Consultant shall determine the long-term revenue requirements to sufficiently replace the City's facilities. Consultant shall evaluate the City's existing sewer facility replacement fee for durability and equity through the 2050 fiscal year. Consultant shall test for overlap or deficiencies with the elements incorporated with the capacity fee. Consultant shall make appropriate recommendations to ensure long-term sustainability.

3) Evaluate Financing Alternatives for Capital Improvements & Replacements

Consultant shall work with City and Consultant to identify financing priorities and objectives. Consultant shall identify and evaluate financing alternatives for funding the City's sewer capital improvement program, including improvements to both City infrastructure and facilities. Consultant shall recommend the most appropriate and lowest-cost financing options, including pay-as-you-go capital funding. If debt is required, discuss options with City and develop debt service projections to incorporate in the cash flows. Consultant shall provide an evaluation of long-term infrastructure replacement needs and development of strategy to fund anticipated costs.

4) Recommend Minimum Fund Reserve Target(s)

Consultant shall recommend prudent minimum fund reserve target(s) for the City. Consultant shall recommend operating reserve targets that are based on a percentage of the annual operating budget, to allow the reserve target to adjust over time and keep pace with future financial conditions. Consultant shall evaluate broadening the City's infrastructure replacement fund and recommend an appropriate funding level. Consultant shall develop a plan to help the City to meet the recommended reserve targets within a reasonable and achievable period of time, and maintain prudent reserves over the long-run.

5) Develop Long-Term Sewer Cash Flow Projections

Consultant shall develop a cash flow model showing the financial position of the City through the year 2050. The cash flow projections will estimate future revenues, expenses, fund balances, and debt service coverage. Key policy and financial assumptions will be clearly identified. Consultant shall recommend the use of slightly conservative projections for financial planning purposes.

Consultant shall develop a financial model that will be used to evaluate various financing and rate alternatives and to develop a recommended financing strategy. The financial projections can also be used to evaluate the impact of different assumptions (e.g. growth rates, capital costs, operating cost inflation, etc.) on the long-term financial condition of the sewer funds. This enables the City to evaluate the financial impact of "what if" scenarios and tailor any recommendations based on the information provided.

Best Financial Management Practices Review (BFMP)

Consultant shall create a set of wastewater BFMPs that were developed based on their 47 years of wastewater agency consulting experience and a comprehensive review of industry literature. Some of the 15 BFMPs include:

- Establishing prudent fund reserve targets
- Adopting a debt management policy Maintaining up-to-date lists of fixed assets
- Adopting policies on rates and charges and annual rate adjustments
- Implementing and regularly updating a long-range financial plan
- Maintaining an up-to-date capital improvement program
- Implementing adequate internal audit controls to avoid fraud
- Providing monthly financial reports to the governing board
- Tracking and anticipating future legislative and regulatory changes
- Posting financial reports online
- Adopting formal policies on expenses, credit card use, vacations, etc.

#### IV. Wastewater Asset Management Program (WAMP)

Consultant shall establish a WAMP to maintain a desired level of service of the City's wastewater assets such as sewer mainlines, manholes, pump stations, sewer access maintenance roads, laterals connecting to public mains, junction and diversion structures at the lowest life cycle cost. Lowest life cycle cost refers to the best appropriate cost for rehabilitating, repairing or replacing an asset.

##### Current State of Assets

- 1) Consultant shall identify the condition, useful life, and value of the existing wastewater collection system assets. Consultant will utilize the City's on-going InfoNet and GIS cataloging efforts to store spatial and hydraulic information of wastewater infrastructure. Consultant shall review these databases to ensure correct and complete information is being collected. Consultant shall review (or create) a data hierarchy for these databases. Examples of potential Collection System components may include gravity sewers, lift stations and force mains. Gravity sewers may include gravity mains, manholes, diversion structures and laterals, while Lift Stations might include force mains, pumps, controls, etc.
- 2) Consultant shall determine the probable failure mode of each asset. In addition to rating the condition (Mortality) of each asset, Consultant shall also develop and assign ratings for the Capacity, Level of Service and Financial Efficiency for each asset. While Capacity ratings will be obtained from projects identified in the CIP, Level of Service ratings and Financial Efficiency ratings will be developed from a series of interview with City Staff.
- 3) Consultant shall determine the Effective Lifecycle for all assets based on asset type (i.e. Manhole, Pump, Pipeline by Material, etc.). Use modification factors to adjust based on City staff input for items such as Design Standards, Construction Standards, Operational History, Operation Environment and External Stresses. For pumps only, effective lifecycle will be a total number of run hours, and not an estimate of time in years. Consultant shall adjust effective lifecycle for wastewater assets to account for:
  - Minimum and Maximum Desirable Slopes
  - Minimum and Maximum Desirable depth-to-Diameter Ratios and/or Velocities
  - Depth of Cover
  - Soil Type
  - Ground Water Levels
  - High Slope Terrain
  - Proximity to Force Main
  - Cleaning/Rodding Observations
  - Lining
  - Reported Sanitary Sewer Overflow History

- 4) For those assets with failure modes of either Capacity, Level of Service or Efficiency, Consultant shall determine the remaining life of the asset before failure. Calculate percent of effective life consumed:

$$\% \text{ Effective Life Consumed} = (\text{Effective Lifecycle} - \text{Remaining Life}) / \text{Effective Lifecycle}$$

For those assets with a Mortality failure mode and an Asset Condition Rating less than 4, Consultant shall calculate percent of effective life consumed by dividing the age of an asset by the Effective Life. For those assets without date of install, and average value will be assigned (i.e. 65%):

$$\% \text{ Effective Life Consumed} = \text{Age} / \text{Effective Lifecycle}$$

- 5) Consultant shall determine Life Cycle and Replacement Costs for all assets for managerial purposes. Life cycle cost will be calculated for each asset. Life cycle cost = original cost + operating + maintenance + renewal + decommissioning – salvage cost. Estimates for each of these costs should be done broadly based on the Fiscal Year Budget and spreading costs over asset classes (i.e. manholes, pumps, etc.) City staff can adjust for specific assets as necessary based on asset's history. Attach cost to the Engineering News Record - Current Cost Indices (ENR-CCI) 20-City Construction Cost Index. Consultant shall calculate replacement costs for all assets, and attach cost to the Engineering News Record - Current Cost Indices (ENR-CCI) 20-City Construction Cost Index.
- 6) Consultant shall interview City Staff in regards to the City's maintenance responsibilities of existing facilities located within the Port District's jurisdiction. Existing responsibilities will be reviewed, and recommendations will be made based on the identified Levels of Service (LOS) the existing Operations and Maintenance procedures are attempting to accomplish.

#### Required Sustainable Level of Service

- 7) Consultant shall determine the target LOS for the wastewater collection system. Consultant shall meet with City Staff to review the existing LOS, if previously identified. Consultant shall update and revise these LOS as necessary, making sure that all state and federal regulations are included, as well as compliance with recent Waste Discharge Requirements (WDRs).
- 8) For each LOS, Consultant shall identify a Key Performance Indicator (KPI) which quantifies a measureable outcome for each LOS. Examples of KPI's include: 100% permit compliance, Sanitary Sewer Overflows ("SSOs") per 100 miles, response time to customer complaints, service interruption duration, service interruption notification, training hours per employee, injury incident rate, Odor and air emission goals, etc. For WDR compliance,

Consultant shall ensure that any goals outlined in the City's Sewer System Management Plan are also included.

- 9) For each LOS, Consultant shall identify the LOS Driver or the motivation for the LOS. Potential drivers include RCWQCB/EPA, Design Standards, Customer Service, Engineering Requirements, Self-Imposed, etc.
- 10) Consultant shall write and communicate to the public the LOS of the wastewater collections system, by developing public level of service "agreements" that describe the wastewater systems performance targets.

#### Critical Assets to Sustain Performance

- 11) Consultant shall use the Percentage of Effective Lifecycle Consumed (Residual Life) to calculate a Probability of Failure (PoF) for each asset. PoF will range from 1 to 10, with a rating of 1 corresponding to 0% of effective life consumed, and a 10 representing 90% of effective life consumed.
- 12) Consultant shall determine the Consequence of Failure (CoF) for each asset. CoF will range from 1 to 10, with 1 representing no impact to failure and 10 indicating an Extremely Severe impact to failure. For assets identified as LOS, Capacity or Efficiency modes of failure, CoF will consider costs to repair, revenue loss, costs to safety and the environment, as well as regulatory costs.
- 13) For the remaining wastewater assets, Consultant shall first assign a preliminary CoF Value based on estimated flow rates from the hydraulic model. These ratings will then be adjusted to account for:
  - Proximity to Rivers and Water Infrastructure
  - Proximity to Storm Drains
  - Easements and accessibility for repairs (i.e. rail crossings, freeways, etc.)
  - Streets and Businesses Affected
  - Reporting and Regulatory Implications
  - Additional city-identified economic, social and environmental (triple bottom line) implications.
- 14) Consultant shall next determine a Redundancy Rating (R) for each asset. Consultant shall determine the percent reduction in Consequence of Failure (CoF) for those assets having redundant back-ups. Redundancy MUST reduce consequence of failure, and is applicable to pumps and parallel pipelines. Percent reduction in COF will account for partial, full and double redundancy. Consultant shall calculate Redundancy Rating (R) for each asset.  $R = (100 - \text{Percent Reduction to CoF})/100$ . For example, a pump with full redundancy,

would indicate a 90% reduction to CoF, and thus an  $R = 0.10 = (100 - 90)/100$ .

- 15) Consultant shall then assign a Business Risk Estimate (BRE) for each asset. Business Risk Estimate is calculated as  $BRE = PoF \times CoF \times R$ , with a range of 0 (minimum risk) to 100 (maximum risk). BRE will be calculated for all assets, including the 200 specific assets provided by the City for which Consultant shall do an additional review to ensure BRE rankings and modes of failure have been correctly and sufficiently assigned. For each of these 200 assets, Consultant shall develop a list illustrating the modes of failure, Business Risk Estimate and Consequences of Failure.

#### Minimum Life Cycle Costs

- 16) Consultant shall hold a series of five (5) meetings and interviews to identify all current Operations and Maintenance (O&M) procedures, and the information that is being generated/collected as part of these procedures. Consultant shall identify costs of each procedure for all included assets from budget (i.e. Cost to clean all sewer pipes, CCTV efforts, rodding schedules, etc.) For each O&M Procedure, the Consultant shall identify at least one (1) LOS Target that requires that procedure. There may be multiple LOS Targets for a single procedure.
- 17) Consultant shall evaluate if O&M costs are distributed equally over asset classes (i.e. all pumps receive the same O&M, etc.) or if high BRE assets are receiving higher prioritization. Consultant shall evaluate if LOS can be adjusted, thereby reducing O&M costs.
- 18) Consultant shall develop SPECIFIC 20-Year Rehabilitation and Replacement Schedules. For each major asset class (lift stations, pumps, gravity mains, manholes, etc), Consultant shall determine the costs to repair, rehabilitate and replace. Consultant shall estimate costs and extended effective life for each asset graphically, and determine the best rehabilitation and replacement options.
- 19) Based on BRE scores, the CIP and O&M projects, Consultant shall identify those assets which are to be rehabilitated or replaced, and to be included in the O & M Budgets with estimated probable estimated costs.
- 20) Consultant shall also develop a SPECIFIC 20-Year monitoring program for the City. For those assets with high Probability or Consequence of Failure, Consultant shall review and augment existing monitoring programs to include all necessary assets based on ratings. Consultant shall develop probable estimated costs for the monitoring program.

## Long-Term Funding Strategy

- 21) Consultant shall identify and quantify the Capital and Operating costs associated with the City's wastewater collection system. Costs for the next 20 years will be based on the CIP, as well as the Rehabilitation, Replacement and Monitoring Programs developed in the previous section.
- 22) To estimate these costs from Years 21 to 30, Consultant shall calculate each asset's projected BRE in this decade. Consultant shall determine which assets will be replaced, rehabilitated, renewed and monitored based on BRE, PoF and CoF. Probable estimated costs will be developed. Consultant shall repeat this approach for subsequent decades (Years 31 to 40, etc.) until 100 Years. Consultant shall determine the maximum life for each asset that will be allowed prior to requiring replacement (i.e. the replacement model assumes an asset must be replaced when its age is 150% of the effective lifecycle.).
- 23) Consultant shall evaluate the existing Sewer Facility Replacement Fee, and evaluate revenues and revenue requirements ensuring the financial sustainability of the Sewer Facility Replacement Fund. The sewer facility replacement requirements based on operating and capital budgets through 2050 (2012 included in "2011 Cost of Service and Rate Study Update for Sewer Services").
- 24) Consultant shall recommend a dedicated reserve from current revenues (i.e. creating an asset annuity). The dedicated reserves need to be consistent with the proposed wastewater reserve policy to be established in fiscal year 2011-12.
- 25) Consultant shall develop a preliminary funding plan, identifying major asset classes and modes of failure. If applicable, Consultant will identify funding from appropriate sources for financing asset rehabilitation, repair, and replacement through borrowing or other financial assistance.

## V. CIP

- 1) For full build-out of the City, Consultant shall recommend improvements to the wastewater collection system needed along with the development of criteria to determine when the improvements need to be constructed. The evaluation of recommended improvements shall include existing sewer deficiencies.
- 2) Consultant shall evaluate capital expansion requirements using the CIP annual worksheet and schedule. The schedule shall show the total dollars expected to be spent every 5-year phase through 2050. Consultant shall also recommend an appropriate annual contribution (rate) based on future cash flow needs to ensure



fund availability to meet capital expansion needs through 2050. The contribution rate shall identify the mix of pay-as-you-go vs. debt financing.

- 3) Consultant shall prepare the long-range capital improvement program that shall incorporate and prioritize both the capacity-related improvements identified in the hydraulic model simulations and rehabilitation/replacement projects identified through the WAMP. The proposed CIP shall be a working document for the City to utilize in determining annual budgetary needs through 2050.
- 4) Consultant shall develop unit cost estimates and prepare capital cost estimates for proposed CIP projects.
- 5) Based on existing system analysis, Consultant shall identify capital improvement projects that are 100 percent responsibility of existing customers.
- 6) Consultant shall identify capacity constraints for existing peak flow conditions utilizing existing conditions provided in the City's Infoworks model.
- 7) Consultant shall run ultimate system simulations and identify capacity constraints under ultimate peak flow conditions utilizing projected land uses provided by SANDAG. Five-year intermediate phases and cumulative buildout projections will be modeled to estimate ultimate peak flow conditions based on future land use sub-basin projections at years 2015, 2020, 2025, 2030, 2035, 2040, 2045, and 2050 basin build out scenarios. The analysis shall identify the impacted segments and their respective 5-year phase when improvements are needed and Equivalent Dwelling Unit thresholds for the maximum EDUs that will be allowed in each basin before improvements are needed.
- 8) Consultant shall review availability of low interest State and Federal loans and grants. Evaluate which CIP projects may qualify for these programs. Compute maximum debt capability of City for sewer projects. Compute maximum pay-as-you-go funds available for capital replacement needs. Compute recommended mix of pay-as-you-go versus debt financing. Develop alternative funding options and alternative capital replacement needs until there is a reasonable match between fund availability and capital replacement needs (iterative process). Prepare long term forecast options for City Council consideration.
- 9) City will provide all pertinent Infoworks hydraulic model input data. Minor updates to the data will be made (if necessary) based on current information available to either party.
- 10) All models used to determine sewer deficiencies will become the property of Chula Vista and shall be Infoworks software compatible.
- 11) Consultant shall provide a maximum of 80 hours of technical support to City staff.
- 12) Consultant shall evaluate future capacity needs in METRO based on wastewater flow projections for the City.

VI. Sanitary Sewer System Requirements and Standards

- 1) Consultant shall summarize the requirements and standards for the installation of new sewer facilities and rehabilitation of existing sewer facilities.
- 2) Consultant shall provide any modifications to the Subdivision Manual.
- 3) Regulatory Issues: This element will summarize current federal and state regulations that impact the operation and maintenance of the collection system. Discussion relating to potential future regulations is also to be provided.
- 4) Intergovernmental Agreements: The City has intergovernmental agreements with the City of San Diego and County of San Diego for wastewater treatment and wastewater collection and conveyance that are served by these agencies. Consultant shall review these existing agreements and make recommendations regarding consistency and clarity to ensure all parties' interests are maintained.

VII. Emergency Response Requirements

- 1) Consultant shall review and evaluate the City's sanitary sewer overflow emergency response procedures and identify procedure improvements if warranted.
- 2) Consultant shall prepare for and attend one meeting with Public Works Operations to review sewer overflow emergency response procedures and concerns.
- 3) Consultant shall review overflow history and problem areas and include in the final report future Capital Improvements Projects to mitigate potential overflow problems.

VIII. Project Management

- 1) Consultant shall provide project management tasks including staffing assignments, budget administration, and preparation of brief progress reports to be submitted to the City prior to attending progress meetings.
- 2) Consultant shall prepare for and attend progress meetings with City staff to discuss overall progress and schedule of the Plan. Twelve (12) progress meetings shall be scheduled monthly or bi-monthly through the course of the project.
- 3) Consultant shall provide QA/QC for project tasks.

IX. Community Outreach Program

- 1) The Consultant shall develop a community outreach program and a system for public input. The Consultant shall coordinate and hold two public workshops at an easily accessible centralized location, the first at the beginning of the project to gather public input, discuss the goals and scope of work, and the second to present recommended projects and draft capacity fees. Consultant shall prepare the first draft public outreach materials for the City staff to review in advance of any

presentations. The Consultant shall provide presentation materials including handouts and large-scale graphics and mapping on aerial photographs to clearly display information and for compiling user comments.

- 2) Consultant shall create an online survey to be available throughout the duration of the project.

X. Draft Plan

- 1) The Consultant shall prepare a draft Plan composed of the tasks and elements completed up to this point in the process. The consultant shall provide five hard copies of the draft plan and an electronic copy in PDF format on CD-ROM. The Consultant will not be required to submit full-color or full-size attachments, maps, or exhibits at this time. The City will review the draft and make recommendations to be included in the final draft.

XI. City Council Presentation

- 1) Consultant shall conduct a series of one-on-one presentations with the City Council members over a two day period. These meetings will allow the Consultant and City staff to present the study findings and recommendations, allow Council members to ask questions and provide guidance as necessary.
- 2) The Consultant shall give a presentation to the City Council (estimated to be in September 2012) as part of the Council action adopting the Plan. Consultant shall create and review all public outreach material with staff in advance of any presentations.

XII. Final Plan

- 1) Following the City's review and approval of the Plan, the Consultant shall provide 25 copies of the final version of the Plan including a D-sized pocket map to be presented to various City leaders and to be made available to the public. One (1) copy must be printed on one side only and clipped together (not bound) to facilitate copying. The Consultant shall provide a master copy of the Plan and a copy, broken down by chapters, in PDF format on CD-ROM for future duplicating needs, and for posting on the City's website. The City must have the ability to purchase additional copies of the adopted Plan for 90 days after the City Council adopts a resolution, at a not-to-exceed price per full color copy of \$50, and pocket maps at \$15 each.
- 2) The report shall contain an executive summary that provides a clear and concise overview of the study and its recommendations. The main body of the report shall provide additional detail and supporting charts and graphs.

B. Date for Commencement of Consultant Services:

(X) Same as Effective Date of Agreement

( ) Other: \_\_\_\_\_

C. Dates or Time Limits for Delivery of Deliverables:

Consultant shall complete the Defined Services by Consultant as shown in Section 8- Scope of Work Tasks I to XII no later than April 30, 2013.

D. Date for completion of all Consultant services: April 30, 2014

9. Materials Required to be Supplied by City to Consultant:

10. Compensation:

A. ( ) Single Fixed Fee Arrangement.

For performance of all of the Defined Services by Consultant as herein required, City shall pay a single fixed fee in the amounts and at the times or milestones or for the Deliverables set forth below:

Single Fixed Fee Amount: \_\_\_\_\_, payable as follows:

Milestone or Event or Deliverable

Amount or Percent of Fixed Fee

( ) 1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 19 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Contractor shall have represented in writing that said percentage of completion of the phase has been performed by the Contractor. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

B. ( ) Phased Fixed Fee Arrangement.

For the performance of each phase or portion of the Defined Services by Consultant as are separately identified below, City shall pay the fixed fee associated with each phase of Services, in the amounts and at the times or milestones or Deliverables set forth. Consultant shall not commence Services under any Phase, and shall not be entitled to the compensation for a Phase, unless City shall have issued a notice to proceed to Consultant as to said Phase.

( ) 1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 19 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Contractor shall have represented in writing that said percentage of completion of the phase has been performed by the Contractor. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

C. ( X ) Hourly Rate Arrangement Not to Exceed Limit Per Phase

For performance of the Defined Services by Consultant as shown in Section 8- Scope of Work Tasks I to XII and, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of said Services at the rates or amounts set forth in the Rate Schedule herein below or the Maximum Fee per phase designated in chart below, whichever is less, according to the following terms and conditions:

<u>Phase</u>		<u>Maximum Fee per phase</u>
1.	Research - Includes items in Section 8.A.I (1-8) above, as well as the kickoff meeting and Community Meeting #1. Deliverables: Preliminary Mapping of existing sewer mainlines, manholes, pump stations, sewer access maintenance roads, junction and diversion structures (shape files and paper maps), along with a working paper or memorandum discussing the relevant documents and issues and providing recommendations for updates, changes and additions to the current Wastewater Master Plan.	\$15,835
2.	Evaluate Sewage Generation Rate - A working paper or memorandum on relevant model calibration and new sewage generation issues, and other elements addressed in Section 8.A.II (1-3) above.	\$23,090
3.	Evaluate Capacity Fees - A working paper or memorandum on transportation and treatment capacity fees and other elements addressed in Section 8.A.III (1-3) above.	\$53,335
4.	Evaluate Wastewater Asset Management - A working paper or memorandum on critical assets to sustain performance, minimum life cycle costs, and long-term funding strategy and other elements addressed in Section 8.A.IV (1-19)	\$55,600

	above.	
5.	Evaluate CIP - A working paper or memorandum on calibrated model, threshold criterion, the extent of sewer system deficiencies and required upgrades and other elements addressed in Section 8.A.V (1-12) above.	\$48,760
6.	Evaluate Sanitary Sewer System and Emergency Response Requirements - A working paper or memorandum on rehabilitation and replacement requirements, modifications to the Subdivision Manual, emergency response requirements and other regulatory issues addressed in Section 8.A.VI and VII above.	\$26,950
7.	Draft Wastewater Master Plan	\$24,570
8.	Final Wastewater Master Plan. Includes Final Community Workshop, Workshop Preparation and City Council Presentation	\$59,275
9.	Project Management- Elements addressed in Section VIII (1-3) above are included in other tasks.	Included in other phases
	<u>For a total amount of:</u>	<u>\$307,415</u>

Upon mutual agreement, Consultant shall perform additional tasks, other than Defined Services by Consultant as shown in Section 8- Scope of Work Tasks I to XII, if requested in writing by the Director of Public Works and under the same terms and conditions (same Rate Schedule herein) of this Agreement.

(1) ( X ) Not-to-Exceed Limitation on Time and Materials Arrangement

Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum Compensation amount, Consultant agrees that Consultant will perform all of the Defined Services herein required of Consultant, and only upon written authorization from the Director of Public Works, for \$307,415, including all Materials, and other "reimbursables" ("Maximum Compensation").

(2) ( ) Limitation without Further Authorization on Time and Materials Arrangement

At such time as Consultant shall have incurred time and materials equal to \_\_\_\_\_ ("Authorization Limit"), Consultant shall not be entitled to any additional compensation without further authorization issued in writing and approved by the City. Nothing herein shall preclude Consultant from providing additional Services at Consultant's own cost and expense.

#### Rate Schedule

**Professional**

- Engineering Intern/Technician ..... \$ 65
- CADD Designer I/Engineer I ..... \$ 105
- Graphic Designer ..... \$ 110
- CADD Designer II/Engineer II ..... \$ 115
- CADD Designer III/Engineer III ..... \$ 125
- Designer/Project Engineer ..... \$ 135

Senior Project Engineer .....	\$ 155
Senior Project Engineer Planning & IS ..	\$ 175
Project Manager .....	\$ 175
Senior Project Manager. ....	\$ 185
Principal .....	\$ 190
Principal Planning & IS.....	\$200
<b>Surveying</b>	
Principal Surveyor .....	\$ 150
Project Surveyor .....	\$ 130
Field – 2 Man Crew .....	\$ 170
Office-Survey Drafting .....	\$ 130
<b>Administrative</b>	
Administrative Clerk.....	\$ 60
Word Processor/Admin Support.....	\$ 75
<b>Environmental</b>	
Intern/Technician .....	\$ 65
Env Specialist I/Project Coord I .....	\$ 95
Technical Editor .....	\$ 90
Lead Technical Editor .....	\$ 110
Graphic Artist .....	\$ 110
Env Specialist II/Project Coord II .....	\$ 105
Env Specialist III/Project Coord III .....	\$ 115
Project Manager I .....	\$ 125
Project Manager II .....	\$ 135
Senior Project Manager. ....	\$ 185
Principal .....	\$ 190
<b>*Construction</b>	
Construction Inspector .....	\$ 110
Senior Construction Inspector .....	\$ 125
Resident Engineer .....	\$ 140
Construction Manager .....	\$ 160
Sr. Construction Manager .....	\$ 175
CM Coordinator .....	\$ 95
Asst CM Coordinator .....	\$ 75
<b>Flow Monitoring</b>	
Field Tech I .....	\$ 60
Field Tech II .....	\$ 80
Field Tech III .....	\$ 90
Field Supervisor .....	\$ 100
Field Operations Manager .....	\$ 125
Project/Data Manager .....	\$ 135

( ) Hourly rates may increase by 6% for services rendered after [month], 20\_\_\_, if delay in providing services is caused by City.

11. Materials Reimbursement Arrangement

For the cost of out of pocket expenses incurred by Consultant in the performance of services herein required, City shall pay Consultant at the rates or amounts set forth below:

( X ) None, the compensation includes all costs.

	Cost or Rate
<input type="checkbox"/> Reports, not to exceed \$ _____ :	\$ _____
<input type="checkbox"/> Copies, not to exceed \$ _____ :	\$ _____
<input type="checkbox"/> Travel, not to exceed \$ _____ :	\$ _____
<input type="checkbox"/> Printing, not to exceed \$ _____ :	\$ _____
<input type="checkbox"/> Postage, not to exceed \$ _____ :	\$ _____
<input type="checkbox"/> Delivery, not to exceed \$ _____ :	\$ _____
<input type="checkbox"/> Long Distance Telephone Charges, not to exceed \$ _____.	\$ _____
<input type="checkbox"/> Other Actual Identifiable Direct Costs:	\$ _____
_____ , not to exceed \$ _____ :	\$ _____
_____ , not to exceed \$ _____ :	\$ _____

12. Contract Administrators:

City:  
 Roberto Yano, Senior Civil Engineer  
 Public Services Building  
 276 Fourth Avenue  
 Chula Vista, California 91910  
 Phone: (619) 476-2402

Consultant:  
 Scott Humphrey, PE, GISP  
 Infrastructure Engineering Corporation  
 14271 Danielson Street  
 Poway, California 92064  
 (858) 413-2400 / FAX: (858) 413-2400

13. Liquidated Damages Rate:

- \$ \_\_\_\_\_ per day.
- Other: \_\_\_\_\_

14. Statement of Economic Interests, Consultant Reporting Categories, per Conflict of Interest Code:

- Not Applicable. Not an FPPC Filer.
- FPPC Filer
  - Category No. 1. Investments and sources of income.
  - Category No. 2. Interests in real property.



- ( ) Category No. 3. Investments, interest in real property and sources of income subject to the regulatory, permit or licensing authority of the department.
- ( ) Category No. 4. Investments in business entities and sources of income that engage in land development, construction or the acquisition or sale of real property.
- ( ) Category No. 5. Investments in business entities and sources of income of the type which, within the past two years, have contracted with the City of Chula Vista (Redevelopment Agency) to provide services, supplies, materials, machinery or equipment.
- ( ) Category No. 6. Investments in business entities and sources of income of the type which, within the past two years, have contracted with the designated employee's department to provide services, supplies, materials, machinery or equipment.
- ( ) Category No. 7. Business positions.
- ( ) List "Consultant Associates" interests in real property within 2 radial miles of Project Property, if any:

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15. ( ) Consultant is Real Estate Broker and/or Salesman

16. Permitted Subconsultants:

Bartle Wells Associates

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1. Bill Processing:

A. Consultant's Billing to be submitted for the following period of time:

- (X) Monthly
- ( ) Quarterly
- ( ) Other: \_\_\_\_\_

B. Day of the Period for submission of Consultant's Billing:

- First of the Month
- 15th Day of each Month
- End of the Month
- Other: \_\_\_\_\_

C. City's Account Number: 2601223413 (SW-223)

2. Security for Performance

- Performance Bond, \$ \_\_\_\_\_
- Letter of Credit, \$ \_\_\_\_\_
- Other Security:  
Type: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

Retention. If this space is checked, then notwithstanding other provisions to the contrary requiring the payment of compensation to the Consultant sooner, the City shall be entitled to retain, at their option, either the following "Retention Percentage" or "Retention Amount" until the City determines that the Retention Release Event, listed below, has occurred:

- Retention Percentage: \_\_\_\_\_ %
- Retention Amount: \$ \_\_\_\_\_

Retention Release Event:

- Completion of All Consultant Services
- Other: \_\_\_\_\_

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE CITY OF CHULA VISTA  
AND INFRASTRUCTURE ENGINEERING CORPORATION (IEC)**

For the provision of developing a Wastewater Master Plan Update.

**RECITALS**

WHEREAS, on December 6, 2011, the City Council approved an agreement between the City of Chula Vista (City) and Infrastructure Engineering Corporation (IEC) for developing a Wastewater Master Plan Update (Agreement); and,

WHEREAS, as the work on the study progressed, it became evident that additional services would be needed beyond what was defined in the original scope of work; and,

WHEREAS, this amendment to the Agreement (1<sup>st</sup> Amendment) identifies the additional services to be performed by the Consultant; and,

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the additional services identified in this 1<sup>st</sup> Amendment to City in accordance with the time frames and the terms and conditions of the Agreement as amended hereby.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and IEC agree to amend the Agreement as follows:

1. Add item 13 to Exhibit A, Paragraph 8. Scope of Work and Schedule, A. Detailed Scope of Work, Task V CIP, which shall read as follows:
  - 13) The Consultant shall evaluate multiple sewer modeling iterations for buildout conditions.
2. Amend Exhibit A, Paragraph 8. Scope of Work and Schedule, A. Detailed Scope of Work, Task IX Community Outreach Program to read as follows:
  - 1) **Finalize Outreach Program:** This task provides for IEC's outreach lead to work with City staff to develop and finalize the outreach program, including:
    - "messaging" and project identity to ensure a consistent and credible outward face for the master planning effort
    - the list of stakeholders included in the outreach effort
    - outreach goals, including any information needed from each stakeholder group and the most effective ways of obtaining it
    - key hard-copy web and meeting deliverables

- outreach schedule
- roles and responsibilities
- joint meetings with Rate Study consultant covering the City's upcoming sewer rate review and billing changes in addition to the Wastewater Master Plan effort

The outreach program shall include a combination of small-group meetings with key stakeholders (upper management; elected officials and staff; the development community; members of the business and hospitality communities; landlord and tenant associations, etc.); and larger meetings for the general public. IEC shall provide for an online presence and supporting hard copy collateral describing the master planning effort (e.g., master planning need, goals, and process; opportunities/needs for public input; *Frequently Asked Questions*). IEC shall provide an augmented scope to cover the use of social media such as Twitter and Facebook approaches. The outreach will be fully bilingual in English and Spanish; City staff will handle translation inhouse and IEC shall facilitate an efficient workshare with City staff.

The results of Task 1 shall be captured in a concise and substantive Outreach Action Plan that identifies roles and responsibilities along with schedule, providing a comprehensive "to-do list" for outreach implementation. The Outreach Action Plan shall include the following specifics.

- Number, format, and specific goals of public meetings, and associated collateral and support needs (notices, e-blasts, PowerPoint presentations, posters/exhibits, informational flyers, etc.)
- Number and format of "freestanding" hard copy collateral needs (e.g., project overviews, *Frequently Asked Questions*)
- Website collateral needs
- Outreach implementation timeline, with the following types of milestones clearly identified
  - Due dates for draft collateral deliverables, along with completion deadlines for City reviews and due dates for revised/final collateral deliverables
  - Dates for distribution of e-blasts and hard-copy public notices
  - Timing of web page updates and other online and print press releases
  - Timing of public meetings and associated preparation activities
  - Timing of internal team meetings related to the outreach process

The outreach implementation timeline shall be included as a component in the overall project schedule.

City staff will serve as the official “face” of the master planning effort but that the majority of the behind-the-scenes work to develop outreach and meeting materials, facilitate meetings, etc. shall be performed by IEC, functioning as staff extension for the City.

IEC shall deliver the Outreach Action Plan in draft for City review, and shall revise and finalize it based on one round of City review comments. The final Plan shall be delivered in PDF (and if requested, hard copy) for easy reference as the master planning effort moves ahead.

2) **Develop Outreach Materials:** This task provides for the development of the following basic outreach materials. For each deliverable, IEC shall prepare a draft submittal and one to two rounds of City review, followed by delivery of a revised/public-ready version for City translation. Once the translation is ready, IEC shall provide the final production formatting and deliver a print-ready PDF. The City will handle reproduction and mailing.

- **General public hard copy collateral:** project overview covering all three projects, *Frequently Asked Questions* covering all three projects, and as many as four project notice mailers (project introduction, first community meeting invitation, two in-progress notices/follow-up meeting invites if needed)
- **Special-audience hard copy collateral:** *Elected Officials’ Executive Summary* (English-only), *Developers Overview* (English-only). Elected officials will also receive a late-stage draft version of the general public collateral materials
- **Web collateral:** 3-project overview/introduction text; project overviews and *Frequently Asked Questions* for all three projects. IEC shall provide web collateral in Word format with City staff managing the coding and website updates. IEC shall update the web collateral following the general community meeting milestones
- **Up to 5 in-progress e-blasts** for distribution to key stakeholders; the City will distribute the e-blasts via Nixle with IEC’s role focusing on providing the text

3) **Conduct Outreach Meetings:** At a minimum, the Consultant shall hold the following meetings:

- ***Upper Management and Elected Officials “Heads-Up” Briefings.*** IEC shall assist City staff in providing “heads-up” briefings to upper management and elected officials at important project milestones: prior to the initiation of outreach; before the projects are presented to Council for approval; and at one in-progress milestone if needed. The intent of these meetings is twofold – (1) to provide advance notice and share basic information on the projects, including plans for stakeholder engagement; and (2) to provide an opportunity for elected officials in particular to voice any concerns they would like to see addressed in the projects. Upper management will be briefed separately, in advance of briefings to elected officials; and elected officials will be briefed individually to ensure Brown Act compliance. With this in mind, IEC shall provide a total of 18 heads-up briefings. IEC shall provide an up-front *Elected Officials’ Executive Summary* overview sheet aimed specifically at providing key information to electeds and their staff.
- ***Key Stakeholder Small-Group Meetings.*** IEC shall also assist the City in presenting the projects to the development community (via the regular developers’ round-table meetings) and up to two additional “key stakeholder” groups from the business community. IEC shall provide up to 6 small-group meetings, comprising an initial presentation and a follow-up presentation for each group.
- ***General Community Meetings.*** IEC shall provide support to City staff in presenting the projects to the general community. To make it as easy as possible for members of the public to attend, it is assumed that the east and west sides will be served by separate meetings; accordingly, IEC shall provide two initial meetings and two follow-ups, for a total of four general community meetings.

For each meeting, IEC shall ensure that the Sewer Rate Study Consultant is present and shall facilitate a joint presentation of Sewer Rate Study, Sewer Billing changes and the Wastewater Master Plan Update.

The following materials shall be provided and/or presented by Consultant at each meeting.

- PowerPoint presentation
- Meeting signage (for public meetings)
- Attendance roster and attendee contact information
- Comment cards enabling written comments from meeting attendees
- Meeting facilitation if desired

Following each meeting, IEC shall deliver a list of meeting attendees and a complete set of meeting notes/minutes, including a summary of all verbal and written comments and inquiries received. IEC shall also update the hard copy and web-based *Frequently Asked Questions* pages as a follow-up to each meeting.

**4) Prepare Outreach Summary Memorandum**

Following the completion of the public outreach program, IEC shall prepare a concise file memorandum documenting the outreach process and summarizing the input received and the ways community input has been used in City planning. The memorandum will be suitable for incorporation as an appendix to the new Wastewater Master Plan Update and for inclusion with the information packet prepared for City Council approvals. IEC shall deliver the memorandum as a Word-format draft for ease of review, shall revise based on City review, and shall provide the final version in PDF and hard copy. IEC shall also assist with the preparation of the staff report.

3. Amend Exhibit A, Paragraph 8. Scope of Work and Schedule, A. Detailed Scope of Work, Task XI City Council Presentation, item 1 to read as follows:

Consultant shall conduct a series of one-on-one presentations with the City Council members. At these meetings the Consultant and City staff shall present the study findings and recommendations to the Council and answer any questions posed by Council related to such study and recommendations. provide an opportunity for the Council members to ask relevant questions, and , delete “over a two day period”. After “necessary”, add the following: “for sewer rate, sewer billing and Wastewater Master Plan issues”. In Item 2, delete “Plan”, add the following: “necessary resolutions”.

4. Amend Exhibit A, Section 10. Compensation C. Hourly Rate Arrangement Not to Exceed Limit Per Phase, as follows:

Delete “\$48,760” in phase 5 maximum fee and replace with “69,735”.

Delete “\$59,275” in phase 8 maximum fee and replace with “116,800”.

Delete “\$307,415” in total amount of phases and replace with “\$385,915”.

5. All other terms of the Agreement shall remain in full force and effect.

[Next Page is Signature Page.]

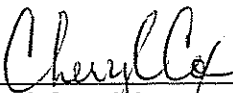
**SIGNATURE PAGE  
TO THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
CITY OF CHULA VISTA  
AND INFRASTRUCTURE ENGINEERING CORPORATION**

For the provision of Developing a Wastewater Master Plan Update.

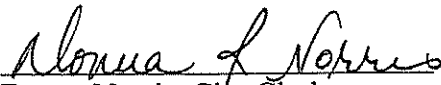
IN WITNESS WHEREOF, City and IEC have executed this First Amendment to the Agreement indicating that they have read and understood the First Amendment and indicate their full and complete consent to its terms:

Dated: \_\_\_\_\_, 2013

City of Chula Vista

By:   
Cheryl Cox, Mayor

Attest:

  
Donna Norris, City Clerk

Approved as to form:

  
Glen Goggins, City Attorney

Dated: \_\_\_\_\_

Infrastructure Engineering Corporation

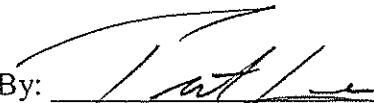
By:   
Preston Lewis, President

Exhibit List to First Amendment to Agreement:

(X) Agreement between the City of Chula Vista and IEC dated December 6, 2011