



CALAVERAS COUNTY WATER DISTRICT

120 Toma Court • P O Box 846 • San Andreas, CA 95249 • (209) 754-3543

REQUEST FOR PROPOSALS WATER AND WASTEWATER CAPACITY FEE STUDY

January 27, 2020

Introduction

The Calaveras County Water District is requesting proposals for consulting services to prepare a study making recommendations and preparing calculations for updating its water and wastewater capacity fees. The subject capacity fees are to be developed in accordance with California Government Code §66013 and other standards of practice with the goal of providing equity among customers. The analysis should include an evaluation of both the equity “buy-in” method for replacement of existing infrastructure and incremental or marginal cost method for future capital improvements to add new capacity. The study should evaluate both residential connections and commercial connections in terms of meter size or residential equivalents. This study will focus on the District’s highest growth areas: a) Jenny Lind Water System, b) Copper Cove Water System, c) La Contenta Sewer System, and d) Copper Cove Sewer System.

The consultant will need to conduct data gathering and review relevant information and organize several workshops with staff and committee meetings to discuss and flesh out the study. For the subject service areas, recently updated master plans are posted on the District’s website at <http://ccwd.org/documents-forms/>. Other potential sources of information include prior master plans, capital improvement plans, and Urban Water Management Plan. The Consultant will have to calculate replacement costs for existing facilities, validate and update capital improvement lists, updated estimates for capital improvements program costs, analyzed remaining capacity of existing facilities, check projections for growth and corresponding future capacity needs, and evaluate the impacts of current debt service, anticipated sources of funding and financing requirements. Other factors to be considered include offsets for assessment District entitlements, depreciation of existing assets, and annual escalation for increases in future construction costs.

Furthermore, the Consultant will need to provide recommendations on how to define capacity for a single family home and other customer classifications (e.g. multi-unit residential, commercial and wholesale). The District’s practice has been to correlate capacity fees in terms of the amount of water and sewer for a single family home. For new commercial customers, the District also considers fixture counts. Historically most residential customers were served by 5/8” meters having a 1.0 multiple or equivalency, and multiples of 1.5, 2.5, 5 and 8 used in calculating capacity fees for 3/4”, 1”, 1-1/2”, and 2” meters, respectively. In order to obtain peak flow for fire sprinklers, the District recently changed its policy to allow oversized 1” meters for new construction of single family homes, which has caused discrepancies in how the District calculates capacity fees. The District considered transitioning to a volumetric standard defining capacity in terms of cubic feet of water used by a single family home. While water use varies among service areas due to elevation, microclimate and other factors, the deployment of AMR infrastructure will facilitate a transition to a volumetric standard.

Another area of particular concern is Assessment District (AD) 604 that was formed in 1991 and provided \$9.7 million (\$2.6 million for water and \$7.1 million for wastewater) in bond revenue to fund construction of infrastructure for New Hogan and La Contenta regional development. To date only 547 or 35% of the original 1541 sewer assessments within AD604 have been put to use, and those facilities have been aging and depreciating over a 40 to 50 year lifecycle. Historically, to provide equity to property owners that contributed to the assessment district, new customers inside AD604 pay less in capacity fees than those outside AD604. The District is looking for the Consultant's recommendation on how to provide remaining equity for AD604 customers but potentially consider sunset provision for those long standing obligations.

The Consultant should provide a standalone deliverable for each of the four different service areas. The deliverables should include a summary study of all the relevant data, information and assumptions including presentations of both equity buy-in and marginal cost analyses, existing and future capacity analyses, lists of capital improvements and costs, summary and comparison of existing capacity charges, and recommendations for updating capacity charges. The deliverable will include procedures for calculating capacity fees for single family residential customers and other customer classifications and methods of calculating the number of equivalent single family units (esfu's). The Consultant should plan on making at least two PowerPoint presentations to the Board of Directors and/or town hall meetings during development to obtain comments from the Board, staff and public and a final Board presentation for adoption of the new capacity fees.

Proposals and Consultant Selection

The District anticipates the following timeline for submittal of proposals, review of proposals, consultant selection, and contract award.

January 27, 2020	Issue RFP
January 27 thru March 11, 2020	Start / End of Proposal Period
March 11, 2020	Proposals Due Date by 4:00 PM
March 12-19, 2020	Review Proposals / Consultant Selection
March 25, 2020	Contract Award

For consideration, the District requests three (3) copies of a written proposal including a statement of qualifications, representative list of prior projects and project references, list of key personnel that will be regularly working on the project, project approach and recommendations, scope of work and tasks, list of deliverables, project schedule, fee estimate, and hourly rate schedule. All contract work is time and materials. The Consultant will be required to enter into the District's standard professional services agreement (attached). No adjustment in hourly rates, per diem or incidental costs will be allowed during the term of the contract. The consultant selection will be weighted according to the proposal content, recommended approach, and scope of work (30%), project references, qualifications and experience (30%), schedule (20%), and total fee (20%).

Please submit proposals no later than 4:00 PM, March 11th, 2020 to the Calaveras County Water District, P.O. Box 846 (*U.S. Mail*), 120 Toma Ct., San Andreas, CA 95249. Attn: Alesia Danner, Phone: (209) 754-3181 or Alesiad@ccwd.org.

**Professional Services Agreement
with
Calaveras County Water District
PO Box 846 – 120 Toma Court
San Andreas, CA 95249
Telephone 209-754-3543 Fax 209-754-1120**

The terms on subsequent pages are incorporated in this document and will constitute a part of the agreement between the parties when signed.

To:

Phone: (xxx) xxx-xxxx

Fax: (xxx) xxx-xxxx

Date: (Month) xx, 2020

Agreement No. 2020-xx-001

Purchase Order No. xxxxx

The undersigned Consultant offers to furnish the following: Provide the District with

....., in accordance with the Proposal dated (Month) xx, 2020, attached hereto and incorporated herein as Attachment A.

Contract Price: Not to exceed \$xxx,xxx, at the rates specified in Attachment A.

Completion Date: (Month) xx, 2020

For Technical Direction by Calaveras County Water District: Charles Palmer, District Engineer, or designee.

For Direction by Consultant:

Accepted: Calaveras County Water District

Consultant:

By: _____
Michael Minkler
General Manager

By: _____
(Name)
(Title)

Date: _____, 2017

Date: _____, 2017

Consultant agrees with Calaveras County Water District that:

- a. Hold-Harmless. When the law establishes a professional standard of care for the Consultant's services, to the fullest extent permitted by law, Consultant will indemnify and hold harmless Calaveras County Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons to the extent caused by the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of Consultant's negligent performance or non-performance of the work hereunder, and shall not tender such claims to Calaveras County Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Indemnification. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless Calaveras County Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the negligent or reckless performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except to the extent caused by the negligence or willful misconduct or active negligence of Calaveras County Water District, its directors, officers, employees, or authorized volunteers.
- c. Workers Compensation. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-Consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. A sole-proprietor exempt from the requirements to provide such coverage, with no employees or using no sub consultants, shall so certify on the form provided by the District.
- d. Professional Liability. Consultant will file with Calaveras County Water District, before beginning professional services, a certificate of insurance satisfactory to the Calaveras County Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to Calaveras County Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, or as otherwise approved by Calaveras County Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- e. General Liability. Consultant will file with Calaveras County Water District, before beginning professional services, certificates of insurance satisfactory to Calaveras County Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to Calaveras County Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Calaveras County Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give Calaveras County Water District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by Calaveras County Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. Insurance Notification. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Calaveras County Water District at least ten (10) days prior to the expiration date.
- g. Direction/Orders. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)," subject to the limitations of paragraph "Changes", below. An Amendment to this Agreement will be issued in writing, incorporating Consultant's scope and mutually agreed-upon price and estimated schedule for completion. A fully executed Revised Purchase Order incorporating the additional/changed scope and price, shall also be issued, with a copy provided to Consultant.
- h. Invoices. Consultant shall submit to the District monthly invoices for time and expenses subject to the contract limitation. Invoices shall reference the Purchase Order and project number shown on the purchase order form. Each invoice shall also include the total invoiced and paid to date, and the remainder outstanding. Invoices received without this information shall be returned to Consultant unpaid, for revision and re-submittal. Invoices shall be submitted to:
- Calaveras County Water District
PO Box 846
San Andreas, CA 95249
- i. Payment. Payment, unless otherwise specified, is to be 30 days after receipt of an invoice deemed acceptable in accordance with paragraph h., above, by Calaveras County Water District and its acceptance in meeting the criteria of this Agreement.

- j. Permits. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- k. Changes. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a Agreement Amendment executed by the General Manager of Calaveras County Water District.
- l. Assignment. Consultant shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the express prior written consent of the Calaveras County Water District.
- m. Termination. Either party may terminate this Agreement with ten (10) days prior written notice to the other, and identifying the Consultant's final work date. In the case of such termination Consultant shall provide the Calaveras County Water District a final invoice for work performed and expenses incurred prior to termination within 30 calendar days following the final work date provided in the notice of termination. No additional invoices will be accepted nor charges paid by the Calaveras County Water District after this 30-day final invoicing period.
- n. Products. All work products resulting from this Agreement, including documents and reports, drawings, models, specifications, computer drawings and other electronic expression, and the like that may be drafted, assembled, compiled, or obtained by Consultant during the performance of assigned tasks, and delivered to the Calaveras County Water District as Consultant's work product shall be the property of the Calaveras County Water District for its exclusive use.
- o. Provided Information. Calaveras County Water District shall furnish the Consultant with drawings (plan and section) of the UV reactor, including the influent structure.
- p. Third Parties. The services to be performed by Consultant are intended solely for the benefit of the Calaveras County Water District. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder. Notwithstanding the foregoing Consultant understands and agrees that Calaveras County Water District will be submitting the report to various State and/or Federal agencies for their review. Consultant agrees that the agencies receiving the report may and will rely on its accuracy. Moreover this section in no way impairs Calaveras County Water District's rights to indemnity from Consultant as provided in this agreement, including any claims by third parties, whether or not, such claims are based upon the services provided by Consultant pursuant to this Agreement.
- q. Access to Records. Consultant shall provide access to the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- r. Record Retention. Consultant shall retain all required records for three years after the Calaveras County Water District makes final payments and all other pending matters are closed.

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