

OTAY WATER DISTRICT  
ENGINEERING AND OPERATIONS COMMITTEE MEETING  
and  
SPECIAL MEETING OF THE BOARD OF DIRECTORS

2554 SWEETWATER SPRINGS BOULEVARD  
SPRING VALLEY, CALIFORNIA  
Board Room

**Friday**  
**September 22, 2006**  
**4:30 P.M.**

This is a District Committee meeting. This meeting is being posted as a special meeting in order to comply with the Brown Act (Government Code Section §54954.2) in the event that a quorum of the Board is present. Items will be deliberated, however, no formal board actions will be taken at this meeting. The committee makes recommendations to the full board for its consideration and formal action.

**AGENDA**

1. ROLL CALL
2. PUBLIC PARTICIPATION – OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO SPEAK TO THE BOARD ON ANY SUBJECT MATTER WITHIN THE BOARD'S JURISDICTION BUT NOT AN ITEM ON TODAY'S AGENDA

**INFORMATION / ACTION ITEMS**

3. APPROVE A PROFESSIONAL SERVICES CONTRACT WITH INFRASTRUCTURE ENGINEERING CORPORATION IN THE AMOUNT OF \$1,333,808 TO PROVIDE PROFESSIONAL ENVIRONMENTAL, GEOTECHNICAL, AND ENGINEERING DESIGN SERVICES FOR THE 36-INCH PIPELINE, SDCWA OTAY FCF NO. 14 TO THE REGULATORY SITE PROJECT (JUYBARI) [10 minutes]
4. ADJOURNMENT

**BOARD MEMBERS ATTENDING:**

Gary Croucher  
Jose Lopez

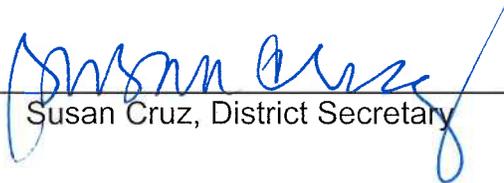
All items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

If you have any disability that would require accommodation in order to enable you to participate in this meeting, please call the District Secretary at 670-2280 at least 24 hours prior to the meeting.

#### Certification of Posting

I certify that on September 19, 2006, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on September 19, 2006.

  
\_\_\_\_\_  
Susan Cruz, District Secretary

# AGENDA ITEM 3



## STAFF REPORT

TYPE OF MEETING:	Regular Board	MEETING DATE:	October 4, 2006
SUBMITTED BY:	Hossein Juybari, Senior Civil Engineer Ron Ripperger, Engineering Manager	C.I.P./ G.F. NO.	P2009 DIV. 5 NO.
APPROVED BY:	Rod Posada Chief, Engineering		
APPROVED BY:	Manny Magaña Assistant General Manager, Engineering and Operations		
SUBJECT:	Award of a Professional Engineering Services Contract for the 36-Inch Pipeline, SDCWA Otay FCF No. 14 to the Regulatory Site Project		

### GENERAL MANAGER'S RECOMMENDATION:

That the Board award a contract to Infrastructure Engineering Corporation (IEC) in the amount of \$1,333,808.00 to provide professional environmental, geotechnical, and engineering design services for the 36-Inch Pipeline, SDCWA Otay FCF No. 14 to the Regulatory Site (36-Inch Pipeline) Project. See Exhibit A for the project location.

### COMMITTEE ACTION: \_\_\_\_\_

Please see Attachment A.

### PURPOSE:

To obtain Board authorization to award a professional engineering services contract to IEC for the 36-Inch Pipeline Project.

### ANALYSIS:

In accordance with Board of Directors Policy No. 21, the District placed an Advertisement for Professional Consultant Services in the San Diego Union Tribune on Sunday May 7, 2006 and the San Diego Daily Transcript on May 8, 9, 10, and 11, 2006. The pre-proposal meeting for the project was held on June 8, 2006. Forty-one (41) people from various consulting groups attended the meeting. Twenty-eight (28) firms submitted a Letter of Interest and a Statement of Qualifications. Three (3) firms did not meet the minimum

qualification requirements. Therefore, the Request for Proposal was sent to twenty-five (25) primary engineering firms resulting in eight (8) proposals received on June 29, 2006 from the following firms:

1. Brown and Caldwell
2. Camp Dresser & McKee Inc.
3. Infrastructure Engineering Corporation
4. Kennedy/Jenks Consultants
5. Lee & Ro, Inc.
6. Lockwood, Andrews & Newnam, Inc.
7. Richard Brady & Associates
8. Tetra Tech, Inc.

The remaining seventeen (17) firms (Boyle Engineering Corporation; Carollo Engineers, P.C.; Parsons Water & Infrastructure, Inc.; Black & Veatch Corporation; Harris & Associates; Stantec Consulting Inc.; EarthTech, Inc.; Rick Engineering Company; Nolte Associates, Inc.; Hirsch & Company; Winzler & Kelly Consulting Engineers; P&D Consultants; Kimley-Horn and Associates, Inc.; PBS&J; HDR Engineering, Inc.; Daniel Boyle Engineering; and MWH Americas, Inc.) chose not to propose due primarily to the large number of consultants competing for the project.

A District review panel evaluated the written proposals and selected the following firms for a formal interview:

1. Brown & Caldwell
2. Infrastructure Engineering Corporation
3. Lee & Ro, Inc.
4. Tetra Tech, Inc.

The interview selection panel was comprised of six (6) staff members. The oral interviews were conducted on August 9, 2006. After conducting the interviews, the panel completed the consultant ranking process and concluded that IEC was the most qualified consultant and provided the best overall value. A summary of the complete evaluation is shown in Exhibit B.

Fee negotiations with IEC were concluded on September 1, 2006. Staff recommends the award of a professional services contract to IEC for a not-to-exceed amount of \$1,333,808.00. See Attachment C for a copy of the Professional Services Agreement.

**FISCAL IMPACT:**

The total budget for CIP P2009 is \$18,490,000, as approved in the 2007 budget process. The actual costs paid on this project as of September 6, 2006, are \$165,451. Total expenditures and commitments to date, including this contract, are approximately \$1,499,259. Based on the cost analysis performed, staff does not anticipate that a budget increase is necessary. Attachment B is a table of

commitments, expenditures, and the projected final cost for the project.

Finance has determined that 100% of the funding is currently available from the Expansion Fund.

**STRATEGIC GOAL:**

This project supports Strategic Goal No. 5, Potable Water, by guaranteeing that the District will always be able to meet current and future water supply demands through the planning, design, and construction of new facilities.

**LEGAL IMPACT:** \_\_\_\_\_

None

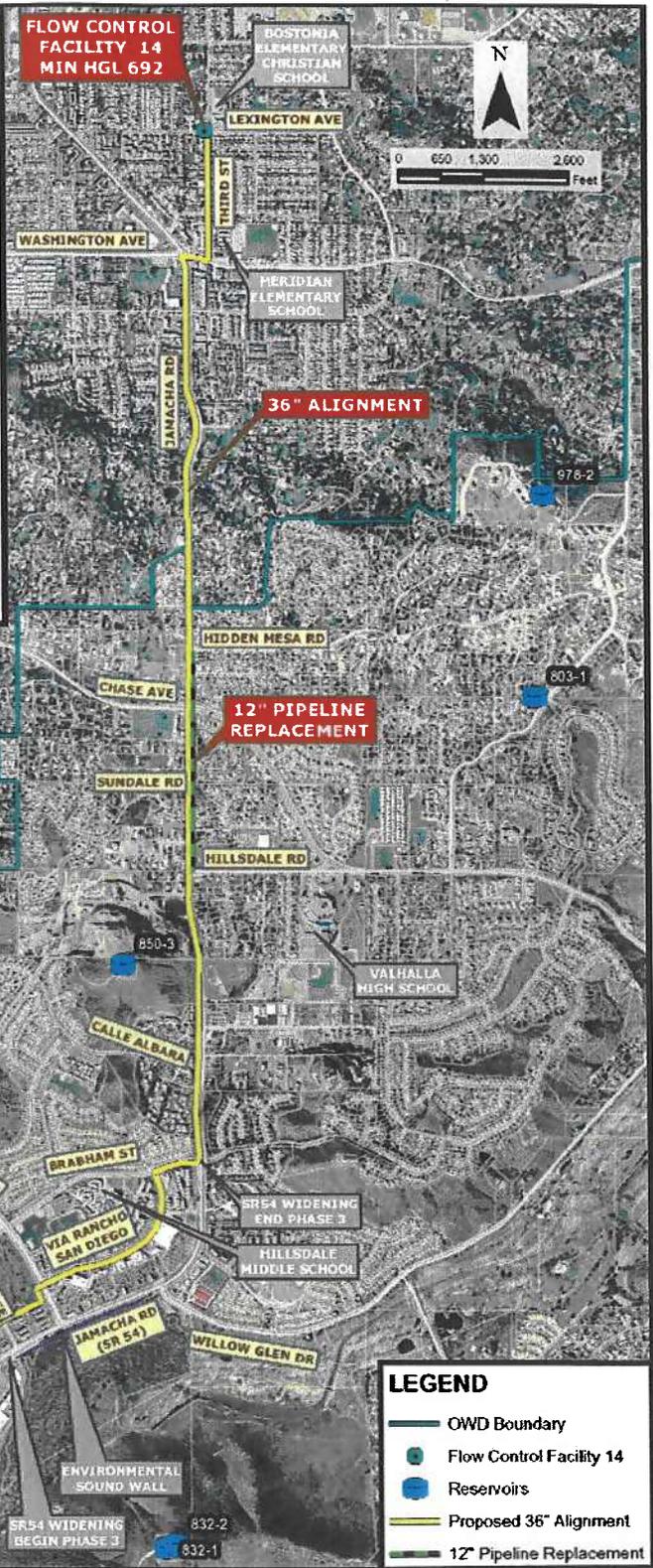
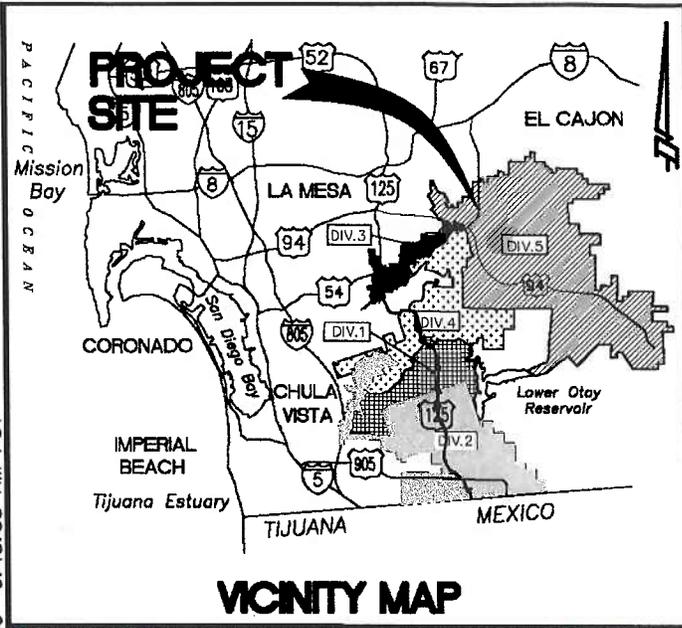


\_\_\_\_\_  
**General Manager**

TH/HJ/RR:vm

Attachments

P:\WORKING\CIP\_P2009\Graphics\Exhibits-Figures\Staff Reports\2009 Exhibit A\_Staff Report.dwg 9/6/2006 9:45:55 AM PST



**OTAY WATER DISTRICT**  
PIPELINE-36 INCH,  
SDCWA OTAY FCF NO. 14 TO REGULATORY SITE

P2009

**EXHIBIT A**

**EXHIBIT B**  
**SUMMARY OF PROPOSAL RANKINGS BY PANEL MEMBERS**  
 Pipeline - 36 inch,  
 SDCWA Otay FCF No. 14 to Regulatory Site  
 CIP P2009

	WRITTEN								ORAL*					TOTAL SCORE	AVERAGE SCORE	References	
	Qualifications, experience of Consultant's assigned personnel	Experience relevant to type of project being considered	Proposed method to accomplish work	Knowledge of jurisdictional agencies, local area environmental concerns, and regulatory requirements	Proposed Fee	Completeness, addressed requested information	Ability to complete projects on schedule	Consultant's commitment to EBE, DBE, MBE, SBE	Additional creativity, insight to issues	Understanding of scope, schedule, resources	Strength of project manager	Presentation, communication skills	Quality of response to questions				
<b>SCORE</b>	<b>15</b>	<b>15</b>	<b>10</b>	<b>10</b>	<b>20</b>	<b>15</b>	<b>10</b>	<b>5</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>150 **</b>			
<b>Brown and Caldwell</b>	M. Magana/J. Munoz	14	13	10	9	12	15	10	4	9	8	10	10	9	133	123.17	Not Checked
	M. Arbajian/J. Peasley	13	13	8	8	12	13	8	4	7	6	7	7	113			
	R. Posada	12	13	10	8	12	14	8	4	8	9	8	8	123			
	P. Porras/J. Vaclavek	11	11	8	8	12	12	7	2	9	9	9	10	117			
	R. Ripperger	14	13	8	8	12	14	8	4	8	8	8	8	120			
	H. Juybari	15	15	10	9	12	14	10	4	9	9	10	8	8	133		
<b>Camp Dresser &amp; McKee Inc.</b>	M. Magana/J. Munoz	7	10	6	6	8	8	8	4	Not Interviewed					57	67.83	Not Checked
	M. Arbajian/J. Peasley	12	12	7	8	8	12	8	4						71		
	R. Posada	8	12	5	5	8	8	8	4						58		
	P. Porras/J. Vaclavek	12	11	8	8	8	13	5	4						69		
	R. Ripperger	12	13	7	7	8	12	8	4						71		
	H. Juybari	13	14	8	10	8	14	10	4						81		
<b>Infrastructure Engineering Corporation</b>	M. Magana/J. Munoz	8	9	6	6	16	9	8	5	10	10	10	10	9	116	127.67	Not Checked
	M. Arbajian/J. Peasley	12	13	8	9	16	13	9	5	10	9	10	9	10	133		
	R. Posada	8	12	7	7	16	10	8	5	8	9	8	10	9	117		
	P. Porras/J. Vaclavek	10	13	8	9	16	15	8	5	9	9	9	10	9	130		
	R. Ripperger	14	13	8	8	16	14	8	4	9	9	9	9	9	130		
	H. Juybari	15	15	9	10	16	15	10	5	9	9	10	9	8	140		
<b>Kennedy/Jenks Consultants</b>	M. Magana/J. Munoz	6	7	6	6	16	7	8	4	Not Interviewed					60	74.83	Not Checked
	M. Arbajian/J. Peasley	11	12	7	8	16	11	9	4						78		
	R. Posada	6	8	6	6	16	8	8	4						62		
	P. Porras/J. Vaclavek	13	11	10	10	16	12	10	2						84		
	R. Ripperger	14	13	7	7	16	11	8	3						79		
	H. Juybari	13	13	9	10	16	11	10	4						86		
<b>Lee &amp; Ro, Inc.</b>	M. Magana/J. Munoz	13	12	9	9	10	14	10	3	8	9	9	8	7	121	123.17	Not Checked
	M. Arbajian/J. Peasley	12	12	7	8	10	12	8	3	8	7	10	8	8	113		
	R. Posada	14	14	9	10	10	13	9	3	9	10	9	10	10	130		
	P. Porras/J. Vaclavek	15	14	8	9	10	11	6	3	10	7	8	8	8	117		
	R. Ripperger	14	15	8	9	10	14	8	4	9	8	9	8	9	125		
	H. Juybari	14	15	9	10	10	15	10	3	9	10	10	9	9	133		
<b>Lockwood, Andrews &amp; Newnam, Inc.</b>	M. Magana/J. Munoz	7	8	4	2	16	7	6	4	Not Interviewed					54	67.83	Not Checked
	M. Arbajian/J. Peasley	10	10	6	6	16	10	7	4						69		
	R. Posada	10	12	5	3	16	8	6	4						64		
	P. Porras/J. Vaclavek	12	12	9	7	16	14	6	3						79		
	R. Ripperger	10	11	7	6	16	11	7	4						72		
	H. Juybari	12	12	1	6	16	10	8	4						69		
<b>Richard Brady &amp; Associates</b>	M. Magana/J. Munoz	12	11	6	7	18	10	9	2	Not Interviewed					75	74.50	Not Checked
	M. Arbajian/J. Peasley	10	11	6	7	18	11	7	2						72		
	R. Posada	10	12	6	6	18	10	8	2						72		
	P. Porras/J. Vaclavek	12	11	9	8	18	9	4	0						71		
	R. Ripperger	12	12	7	8	18	11	8	1						77		
	H. Juybari	14	13	7	9	18	9	8	2						80		
<b>Tetra Tech, Inc.</b>	M. Magana/J. Munoz	13	12	8	9	18	13	9	4	7	8	8	8	8	125	116.67	Not Checked
	M. Arbajian/J. Peasley	11	12	7	7	18	11	8	4	6	6	8	7	7	112		
	R. Posada	10	12	7	8	18	10	8	4	7	8	8	7	8	115		
	P. Porras/J. Vaclavek	11	15	8	8	18	14	9	3	5	6	7	7	8	119		
	R. Ripperger	12	12	7	8	18	11	8	3	5	6	8	6	6	110		
	H. Juybari	13	14	8	8	18	10	9	4	5	8	6	9	7	119		

Note: These scores are typical for a particular project. Actual weight scores may vary and will be published as part of the RFP.

J. Munoz, J. Peasley and J. Vaclavek only rated the oral interview



ATTACHMENT A

<b>SUBJECT/PROJECT:</b>	Award of a Professional Engineering Services Contract for the 36-Inch Pipeline, SDCWA Otay FCF No. 14 to the Regulatory Site Project
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**COMMITTEE ACTION:**

On September 22, 2006, the Engineering and Operations Committee met and supported staff's recommendation.

**NOTE:**

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a committee approved item, or modified to reflect any discussion or changes as directed from the committee prior to presentation to the full board.



**ATTACHMENT B**

<b>SUBJECT/PROJECT:</b>	Award of a Professional Engineering Services Contract for the 36-Inch Pipeline, SDCWA Otay FCF No. 14 to the Regulatory Site Project
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Otay Water District

Date Updated: September 6, 2006

P2009 - 36-Inch Pipeline, SDCWA Otay FCF No. 14 to the Regulatory Site

<i>Budget</i>	<i>Committed</i>	<i>Expenditures</i>	<i>Outstanding Commitment &amp; Forecast</i>	<i>Projected Final Cost</i>	<i>Vendor / Comments</i>
\$18,490,000					
<b>Planning</b>					
Studies				\$ -	
Labor		\$ 139,155.71	\$ 22,785.32	\$ 161,941.03	
Printing		\$ 992.75		\$ 992.75	OCB REPROGRAHICS
Professional Legal Fees		\$ 5,595.00		\$ 5,595.00	BURKE WILLIAMS & SORENSEN
Service Contracts		\$ 789.20		\$ 789.20	UNION TRIBUNE SD DAILY TRANSCRIPT
Subcontract		\$ 12,266.07		\$ 12,266.07	HELIX WATER DISTRICT
Temporary Labor		\$ 15.95		\$ 15.95	SEDONA STAFFING
Land/Easement Acquisition			\$ 325,000.00	\$ 325,000.00	
<b>Total Planning</b>	\$ -	\$ 158,814.68	\$ 347,785.32	\$ 506,800.00	
<b>Design</b>					
Consultant -IEC	\$ 1,333,808.00		\$ -	\$ 1,333,808.00	
Value Engineering			\$ 91,000.00	\$ 91,000.00	
Risk Assessment			\$ 20,000.00	\$ 20,000.00	
In House/Labor		\$ 6,394.04	\$ 475,000.00	\$ 481,394.04	
Office Supplies & Misc.		\$ 209.40		\$ 209.40	
Office Supplies -future			\$ 588.56	\$ 588.56	
Outside Services (Team Reprographics, LLC)			\$ 10,000.00	\$ 10,000.00	
Service Contracts			\$ 50,000.00	\$ 50,000.00	
Advertise and Award			\$ 50,000.00	\$ 50,000.00	
<b>Total Design</b>	\$ 1,333,808.00	\$ 6,603.44	\$ 696,588.56	\$ 2,037,000.00	
<b>Construction</b>					
In House/Labor		\$ 32.90	\$ 229,967.10	\$ 230,000.00	
Construction Contracts			\$ 14,013,400.00	\$ 14,013,400.00	
Construction Mgr			\$ 900,000.00	\$ 900,000.00	
OWD to Pay CWA for FCF 14			\$ 700,000.00	\$ 700,000.00	
Accpt/close-out			\$ 103,000.00	\$ 103,000.00	
<b>Total Construction</b>	\$ -	\$ 32.90	\$ 15,946,367.10	\$ 15,946,400.00	
<b>Grand Total</b>	\$ 1,333,808.00	\$ 165,451.02	\$ 16,990,740.98	\$ 18,490,000.00	

**ATTACHMENT C**  
**PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN  
OTAY WATER DISTRICT  
AND  
INFRASTRUCTURE ENGINEERING CORPORATION  
FOR THE  
PIPELINE – 36 INCH, SDCWA OTAY FCF NO. 14 TO REGULATORY SITE  
(CIP P2009)

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between the OTAY WATER DISTRICT, a municipal water district, formed and existing pursuant to California Municipal Water District Act of 1911, as amended, hereinafter referred to as “DISTRICT,” and Infrastructure Engineering Corporation, hereinafter referred to as “ENGINEER.”

**WITNESSETH**

WHEREAS, the DISTRICT requires the services of a consulting engineer to render certain technical and professional services described below; and

WHEREAS, the ENGINEER has available, and offers to provide, personnel and facilities necessary to accomplish the work within the required time.

NOW, THEREFORE, DISTRICT AND ENGINEER agree as follows:

**I. Scope of Engineering Services**

The ENGINEER agrees to perform those services described in the Scope of Services set forth in Exhibit A attached hereto and incorporated herein by this reference. The scope of engineering services shall include meetings with District staff, review of previous technical documentation, preparation of draft and final construction documents, and construction phase services such as review of submittals.

**II. Authorization**

Specific authorization to proceed with the work described in Exhibit A is hereby granted upon full execution of the Agreement. The ENGINEER shall proceed with the work described in Exhibit A immediately upon receipt of a fully executed copy of this Agreement.

**III. Compensation**

In return for providing the services described in Exhibit A, which are to be performed by the ENGINEER, the DISTRICT agrees to pay, and the ENGINEER agrees to accept, compensation as set forth in Exhibit A, in the not-to-exceed amount of one million three hundred

thirty three thousand eight hundred and eight dollars (\$1,333,808), payable in proportion to the work completed. The total estimated fee reflects the hourly rate schedule included in Exhibit D. Total compensation for all Professional Services provided under this agreement shall not exceed one million three hundred thirty three thousand eight hundred and eight dollars (\$1,333,808) during the term of this agreement without prior written authorization from the DISTRICT.

The ENGINEER shall invoice the DISTRICT on a monthly schedule in the format shown in Exhibits B and C. The ENGINEER shall not invoice the DISTRICT for work, which has not been completed at the time the invoice is prepared. The DISTRICT shall have forty-five (45) days from the date of receipt of error-free invoices prepared in accordance with Exhibits B and C to make payment without incurring interest and/or penalty charges.

#### **IV. Standard of Care**

The ENGINEER is employed to render engineering services only, and any payment made to the ENGINEER is compensation solely for such services as the ENGINEER may render and recommendations the ENGINEER may make. The ENGINEER'S services shall be furnished in accordance with generally accepted professional engineering practices and principles.

#### **V. Documents**

All original drawings and other documents, including detailed calculations and computer software and files developed for the project, shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the DISTRICT, except as otherwise provided in Section VIII: Termination or Abandonment.

The ENGINEER shall provide final documents on compact disc (CD). Final drawings and details shall be in AutoCAD® 2005 format. Final Contract Specifications, reports, and spreadsheets shall be in Microsoft® Office 2003 format. Any other electronic format documents provided to the DISTRICT must be formatted to the same software version or release as that of the DISTRICT.

#### **VI. Performance and Schedule**

Time is of the essence in this Agreement. The ENGINEER agrees to coordinate project work to ensure its timely completion and shall promptly notify the DISTRICT of any anticipated delays, which may affect the work schedule. The ENGINEER agrees to complete the work in accordance with the activity schedule set forth in Exhibit A. In the event the time for completing the Scope of Services is exceeded due to circumstances beyond the control of the ENGINEER, the ENGINEER shall have an additional amount of time to be agreed upon in writing between the parties, in which to complete the work. The scheduled time of completion is one thousand one hundred fifty five (1,155) calendar days after the Notice to Proceed for this project.

#### **VII. Change in Scope of Services**

Any additional engineering costs (changes, extras, modifications, etc.) arising out of revisions by the DISTRICT or changes in regulations after execution of this Agreement in the work not covered within the Scope of Services shall be brought to the attention of the DISTRICT

immediately, and no such work shall be done prior to obtaining written approval from the DISTRICT.

If the DISTRICT changes the Scope of Services, or if changes in regulations after execution of this Agreement necessitate changes in the Scope of Services, or if the ENGINEER is requested to perform services not detailed in the Scope of Services, the ENGINEER shall provide a cost estimate and written description of the additional work required to perform such services and necessary to complete the work. Compensation for such services and time of completion shall be negotiated by the parties hereto in advance of rendering such additional work, or the DISTRICT will not be required to pay for such additional work. All work done without proper authorization shall be considered part of this Agreement for no additional compensation.

### **VIII. Termination or Abandonment**

Ten (10) calendar days from the date of a written notice to terminate, the DISTRICT has the right to terminate or abandon all or any portion of the work. In such event, the DISTRICT will have the right to take possession and shall own immediately all original specifications, drawings, and other documents developed for that portion of the work completed and/or being abandoned. The DISTRICT will pay the ENGINEER for services for any portion of the work being terminated which were rendered prior to termination. If said termination occurs prior to completion of any task of the project for which a payment request has not been received, the fee for service performed during such task shall be based on an amount mutually agreed to by the DISTRICT and the ENGINEER for the portion of such task completed but not paid prior to said termination. The DISTRICT will not be liable for any costs other than the fees or portions thereof, which are specified herein.

### **IX. Indemnification**

A. ENGINEER agrees to the following:

1. *Indemnification for Professional Services.* ENGINEER will save harmless and indemnify and at DISTRICT's request defend DISTRICT and all its officers, volunteers, employees, and representatives from and against suits, actions, or claims brought for, or on account of, injuries or damages sustained by any person or property directly resulting from a negligent or wrongful act, error or omission by ENGINEER or any of ENGINEER's officers, agents, employees, or representatives, in the performance of this Agreement.
2. *Indemnification for other Damages.* ENGINEER indemnifies and holds DISTRICT harmless from and against a claim, action, damages, costs (including reasonable attorney's fees), injuries, or liability, directly resulting from this Agreement, for its negligent performance. Should DISTRICT be named in a suit, or should a claim be brought against it by suit or otherwise, directly resulting out of this Agreement, for the ENGINEER's negligent performance, ENGINEER will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purpose of this section "DISTRICT" includes DISTRICT's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by ENGINEER as required by this Agreement and any approval of said insurance by DISTRICT, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by ENGINEER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

**X. Insurance Requirements**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, ENGINEER will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability	\$1,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name DISTRICT, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by DISTRICT will be excess thereto. Such insurance will be on an "occurrence" basis, except professional liability shall be on a "claims made" basis, and will not be cancelable or subject to reduction except upon a thirty (30) day prior written notice to DISTRICT.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 07 94, including symbol 1 (Any Auto).
- D. ENGINEER will furnish to DISTRICT duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating of "A:VII" or better. Originals of the duly

authenticated Certificates of Insurance and Endorsements shall be included with this Agreement as Exhibit E.

- E. Should ENGINEER, for any reasons, fail to obtain and maintain the insurance required by this Agreement, DISTRICT may obtain such coverage at ENGINEER's expense and deduct the cost of such insurance from payments due to ENGINEER under this Agreement or terminate pursuant to Section 8.

**XI. Successors and Assigns**

This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. Any attempt by the ENGINEER to assign or otherwise transfer any interest in this Agreement without the prior written consent of the DISTRICT shall be void. Since the primary consideration of the District in entering this agreement is the qualifications of the ENGINEER, as opposed to a low bid, the District will refuse to consent to assignments if it considers the assignee to have lesser qualifications. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

DISTRICT:

Otay Water District  
2554 Sweetwater Springs Boulevard  
Spring Valley, California 91978-2096  
Attention: General Manager

ENGINEER:

Infrastructure Engineering Corporation  
14271 Danielson Street  
Poway, CA 92064  
Attention: Preston "Skip" Lewis

and shall be effective upon date of mailing.

**XII. Project Organization**

The ENGINEER proposes to assign Preston "Skip" Lewis, P.E. as the Project Manager. The Project Manager shall not be removed from the project or reassigned without prior approval of the DISTRICT, which approval shall not be unreasonably withheld. No subcontracting of significant portions of the contracted engineering services shall be made without prior approval of the DISTRICT.

**XIII. Integration**

This Agreement and the attached Exhibits represents the entire understanding by and between the DISTRICT and the ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

**XIV. Execution**

INFRASTRUCTURE ENGINEERING CORPORATION

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Preston "Skip" Lewis  
Senior Project Manager

OTAY WATER DISTRICT

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Mark Watton  
General Manager

APPROVED AS TO FORM

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Attorney

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**EXHIBIT A**  
**SCOPE OF SERVICES**

The following describes the specific tasks to be performed by Infrastructure Engineering Corporation, along with schedule, compensation, items to be provided by the Otay Water District (District), and assumptions.

***SCOPE OF ENGINEERING SERVICES***

**CONSULTANT FURNISHED SERVICES**

**TASK 1. Project Management and Administration**

The Consultant shall:

1. Prepare and submit an initial detailed schedule for the Project duration in Microsoft Office Project, version 2003, for the District Project Manager to review and approve within two (2) weeks from the date of the written Notice to Proceed. The schedule shall contain at a minimum proposed and actual start and finish dates for all tasks and subtasks defined in the Scope of Services.
2. Provide a brief monthly Project Status Report due the fifth day of each month for the preceding month(s) during the planning, design, and construction phases that includes progress to date addressing all Scope of Services tasks, expenditures by task showing total budget, amount expended, remaining amount, and percent actually complete, and an updated progress and work remaining schedule correlated to the initial approved Project schedule.
3. Meet with the District Project Manager monthly and other District staff as needed during the planning, design, and construction phases to assure that all aspects of the Project are performed according to the contract requirements and the engineering and operating Project objectives of the District.
4. Prepare agendas and meeting minutes for all meetings during the planning, design, and construction phases. Submit within five (5) working days before and after each meeting. Submit by e-mail to the District Project Manager.
5. Be present and prepared to make presentations to District staff and at District Board of Director and Board Committee meetings during the planning, design, and construction phases as requested.
6. Set up a Project web site portal page within one (1) month. The intent is to provide a central area to facilitate access to Project documents. Continue to maintain and update the web page throughout the duration of the Project.

## **TASK 2. Public Outreach, Community Relations and Liaison, Agency Permitting, and Utility Coordination**

1. The Consultant shall, in conjunction with the District Project Manager, coordinate with the San Diego County Water Authority (SDCWA), County of San Diego, City of El Cajon, Valley de Oro Community Planning Group, Grossmont Community College District - Cuyamaca Campus, State of California Department of Transportation (Caltrans), schools within a two (2) mile radius of the Project area, and the community at-large to establish effective working relationships, stakeholder coordination and communication, community involvement and outreach, obligations, schedules, essential related information, etc., for the planning, design, and construction phases of the Project. The Consultant shall also coordinate with proponents of the proposed Wal-Mart store project that is located adjacent to the District fee title property known as the Regulatory Site, and over existing District easements. At this time, the schedule for the design and construction of the proposed Wal-Mart store is unknown and implementation of the proposed Wal-Mart store construction schedule is subject to revision at any time. The Consultant shall consider and implement all aspects and requirements of the interrelationships of the Project and the proposed Wal-Mart store and the potential implementation progress or schedule changes in preparing their proposal and development of the PDR for the Project.
2. The Consultant shall provide a subconsultant experienced in development, coordination, and implementation of the community outreach program, public relations, and liaison efforts. The subconsultant shall be responsible for communication, liaison, and public relations aspects throughout the duration of the project with the SDCWA, County of San Diego, City of El Cajon, Valley de Oro Community Planning Group, Grossmont Community College District - Cuyamaca Campus, Caltrans, schools within a one (1) mile radius, proponents of the proposed Wal-Mart store project, and the community at-large. These efforts must be closely coordinated with the CEQA compliance process for the Project.

As part of this subtask, the subconsultant shall prepare a newsletter to stakeholders outlining the Project progress. The newsletter shall be issued quarterly during the design phase and bimonthly during the construction phase. Residents within a one (1) mile radius of the Project shall be added to the distribution list.

The subconsultant, in coordination with the District Project Manager and Communications Officer, shall, in addition, organize one (1) major media news event for the Project.

3. The Consultant shall determine and meet the permit requirements of all the public agencies and private utilities throughout the duration of the project. The Consultant shall prepare a summary permit work plan within three (3) months of the Notice to Proceed. The plan shall identify federal, state, regional,

local agencies, and private utilities that require permits for work during the planning, design, and construction phases, contact information for those agencies, permit descriptions, and processing submittal schedules.

4. The Consultant shall prepare required applications and all supporting documentation necessary for permits and utility services for Project implementation for all phases of work.

### **TASK 3. Professional Surveying**

The Consultant shall:

1. Provide all professional surveying services required during the planning, design, and construction phases of the Project. This includes support for the preparation of the PDR, final Contract Documents, and handling of survey issues during the construction phase that are not a part of the Contractor's work. The Contractor will be responsible for construction staking of the Project.
2. Provide an aerial survey correlated with the State Plane Coordinate System to obtain a one-foot contour interval topographic and orthographic images at least 100 feet beyond the Project limits as defined by the environmental documents including horizontal and vertical control and benchmark delineation consistent with established control and existing District facilities.
3. Establish horizontal and vertical controls for this Project in consultation with the District Project Manager. These shall be used to determine location, elevation, etc. of existing and proposed public and private facilities that the Project will be connected with and/or located near. These controls shall also be used to develop the Contract Documents.
4. Make certain that all permanent facilities and construction activities are to be located either within District fee title property, District easements, and/or within public right-of-way as appropriate. If not, identify properties where easements may be required and provide legal descriptions to assist in obtaining easements. This information shall be clearly shown on the PDR.

### **TASK 4. Geotechnical Investigation**

Geotechnical work is required and warranted for the Project. The latest relevant geotechnical report for the connection point at the Regulatory Site is listed below and is on file at District offices. A copy of this document is available for the Consultant's information and use.

"Geotechnical Evaluation 640-1 and 640-2 Reservoirs, Rancho San Diego, California", by Ninyo & Moore, dated August 29, 2005.

1. The Consultant shall retain the services of a qualified geotechnical consultant to conduct a geologic reconnaissance and preliminary geotechnical evaluation for the PDR. The purpose of the evaluation is to identify any potential geotechnical constraints that may be encountered along with mitigation measures and costs during the preliminary design phase. The evaluation shall include review of published geotechnical literature, topographic maps, geologic maps, stereoscopic aerial photographs, and available geotechnical reports pertaining to the alignments to be studied, geologic field reconnaissance of the alignment, and limited subsurface explorations or surveys to evaluate soft ground conditions, expansive soils, the presence of groundwater, faulting and seismicity, liquefaction potential, bedrock rippability, caving or instability of soils during excavation, suitability of excavated materials for use as backfill, soil corrosivity, and any other geotechnical considerations that may influence the selection of a preferred alignment. The report will also provide recommendations for detailed geotechnical investigations.

High groundwater table was encountered in Via Rancho San Diego during a 1993 pipeline installation project. More information can be obtained from the District Project Manager.

2. Upon approval of the PDR and selection of the preferred alignment, the Consultant shall implement any and all geotechnical work that is required in their proposal. The Consultant shall perform a detailed geotechnical investigation as recommended in the preliminary geotechnical evaluation and prepare a report for the Project. The report shall include but is not limited to: borings every 2,000 feet along the preferred alignment to determine subsurface conditions and site geology, soil bearing capacity, presence of rock and rippability factors/analysis, anticipated excavation characteristics of materials along the alignment, groundwater conditions, laboratory test results (max density, sieve analysis, atterberg limit), soil chemistry test results (pH, resistivity, sulfate content), suitability of native material for backfill, and shoring recommendations.
3. The Consultant shall incorporate any and all geotechnical requirements into the planning and pre-design of the Project in conformance with the industry standard of care.

#### **TASK 5. Contaminated Soil and Groundwater Investigation**

An environmental assessment needs to be conducted to evaluate the potential for soil and groundwater contamination along the proposed alignments.

1. The Consultant shall include a review of existing maps, photographs, regulatory agency databases of known hazardous substance sites, and perform a site reconnaissance.

2. Upon approval of the PDR and based on the findings of the initial environmental assessment, the Consultant shall perform exploratory soil borings, collect soil and groundwater samples, and perform laboratory analysis to assess subsurface conditions. The evaluation shall include but is not limited to ten (10) borings to identify any hazardous materials that may be encountered along the preferred alignment.

#### **TASK 6. Verification of Existing Conditions**

1. The Consultant shall provide and perform all required investigations to determine the location, elevation, inclination, diameter, and alignment of all existing facilities in and adjacent to the Project site for preparation of a complete and accurate set of Project Contract Documents. Existing utilities shall include, but are not limited to, water, sewer, storm drain, gas, electric, telephone, cable, and fiber optic cables.
2. The Consultant shall retain the services of a surveyor and coordinate the potholing of existing utilities at all points of connection and existing systems near, over, under, along, adjacent, etc. of the new proposed work that may or may not conflict with the construction of any or all portions of the Project.
3. The Consultant shall coordinate all potholing efforts with the District Project Manager, SDCWA, County of San Diego, City of El Cajon, Grossmont Community College District - Cuyamaca Campus, Caltrans, and other appropriate utilities or agencies and obtain all required permits.
4. The Consultant will retain the services of a contractor to provide the necessary excavation services to support existing record drawing information and conditions at all locations. The contractor shall restore all road surfaces to previous condition.
5. All documentation regarding record conditions including a survey log shall be assembled, organized, and submitted to the District Project Manager with the PDR submittal requirement.

#### **TASK 7. Environmental Documentation**

The Consultant shall provide environmental services and documentation for the Project as described in Task 7A through Task 7L and all other environmental related services as necessary during the planning, design, and construction phases.

## **TASK 7A. Review Existing Documentation and Conduct Field Review**

The Consultant shall review information relevant to the Project, including the 2002 Water Resources Master Plan (WRMP), the 1996 Master Environmental Impact Report (EIR), the 2004 Programmatic EIR, the 640-1 & 640-2 Reservoirs Mitigated Negative Declaration, and any other referenced documents provided by the District.

The Consultant's Project Manager and other appropriate members of the project environmental team (maximum of three persons), accompanied by the District's Project Manager and Environmental Coordinator, will review the pipeline alignment alternatives to ascertain the condition of the surrounding environment, discuss pertinent project information and develop a preliminary opinion of possible impacts, mitigation and alternatives.

## **TASK 7B. Prepare, Revise and Final an Initial Study**

The Consultant shall:

1. Prepare a Project description, including descriptions of components of the Project plan, a list of responsible, trustee, or interested agencies, and a statement of the objectives and goals and purpose of the Project.
2. Prepare an Initial Study checklist with references and explanations for all answers to questions on the checklist. All issues shall be addressed based on all available information sources. The Initial Study will provide the basis for determining the significant environmental effects to be analyzed.
3. Provide three (3) copies of the draft Initial Study to the Project Manager for staff review.
4. Prepare the final Initial Study based on District comments and submit three (3) copies of the final Initial Study to the District's Project Manager.
5. Prepare a Cultural Resources Report. The report shall include a cultural resources records search and archaeological survey to assess the presence or absence of potentially significant prehistoric sites in accordance with the California Environmental Quality Act (CEQA) and National Historic Preservation Act (NHPA) guidelines. This study shall consist of a review of literature and site records on file with the San Diego Museum of Man and the South Coast Information Center (SCIC) at San Diego State University, and also a review of archival historic records and documents, followed by a survey of the each proposed pipeline alignment option. All existing and newly identified archaeological sites, features and isolates identified during the survey will be appropriately mapped, documented and recorded with the SCIC for assignment of permanent trinomials. If potentially significant sites are identified, evaluation may be necessary and the scope of any such work will be discussed with the

Project Manager prior to report preparation. Upon completion of the survey, a draft technical letter report will be prepared for submittal and review. This report will consist of a description of the project's natural and cultural setting, study methods, results, potential impacts, and mitigation recommendations.

6. Prepare a Biological Resources Report. The report will discuss existing and potential biological constraints on the project site and analyze the significance of potential biological impacts. The following tasks will be performed:
  - a. *Preliminary Site Analysis* – As part of the preliminary biological analysis of each proposed pipeline alignment option, a detailed vegetation map showing habitat types will be created in the field. General biological surveys and a habitat assessment for plant and wildlife species will also be conducted. The vegetation map, general surveys and habitat assessment will provide the information needed to determine if focused surveys for rare, threatened and endangered species and a wetland delineation are necessary to satisfy the requirements of CEQA and the resource agencies. This task may be completed at any time during the year.
  - b. *Rare Plant Surveys* – Focused surveys for rare plants will be conducted. The project site will be surveyed for rare plants in early Spring and Summer to ensure that both early and later blooming species are observed.
  - c. *California Gnatcatcher Surveys* – U.S. Fish and Wildlife Service (USFWS) protocol surveys for the California Gnatcatcher (*Polioptila californica*) shall be conducted. Pursuant to the protocol, a notification letter will be sent to USFWS ten (10) days before initiation of the surveys. The letter will describe the site location and intent to conduct the surveys. The California Gnatcatcher does not migrate, so these surveys can occur at any time during the year. Typically, USFWS protocol surveys for California Gnatcatcher are valid for one year following completion of the surveys.
  - d. *Least Bell's Vireo Surveys* – Eight (8) USFWS protocol surveys at least ten (10) days apart between April 10th and July 31st will be conducted. As a condition of the protocol survey, a notification letter and final report must be submitted to the USFWS.
  - e. *Wetland Delineation* – If impacts to wetlands or wetland buffer areas are proposed, a delineation prepared pursuant to U.S. Army Corps of Engineers (ACOE) protocol that delineates federal, state, regional, and local wetland jurisdictions will be performed.
  - f. *Technical Report* – A biological resources report detailing the results of the vegetation mapping and project biological surveys will be prepared. The report will also discuss existing and potential biological constraints and analyze the significance of project impacts. In accordance with the County of San Diego Multiple Species Conservation Program (MSCP), the County must approve certain findings for the pipeline alignment. The report will include the necessary analysis and documentation to support those findings.

7. Prepare Preliminary Water Quality Evaluation. The evaluation will include the following tasks:
  - a. Review of available background data such as existing water quality reports, geologic maps and reports, historical aerial photographs and topographic maps.
  - b. Evaluation of surface and groundwater quality issues at the site with respect to the RWQCB Basin Plan for Region 9 and relevant city and state stormwater regulations.
  - c. Compilation and analysis of information obtained.
  - d. Preparation of a technical report presenting a summary of findings and conclusions regarding water quality issues. The report will discuss the water quality issues for the project as it relates to surface water and groundwater.
  
8. Prepare a Noise and Vibration Study. The Consultant shall perform the following tasks:
  - a. Conduct a survey of the study area to identify the noise-sensitive properties in the vicinity of the Project site. Identify the geometry of the site relative to the noise-sensitive properties. Identify any existing walls, structures or topography that may act as barriers to noise generated by construction at the site.
  - b. Develop an operational scenario for the construction activities that will occur at the Project site.
  - c. Using published data for construction equipment and the operational scenario, analyze the noise and vibration levels associated with construction activities at the proposed Project site.
  - d. Assess the impact of the construction activities on the nearby sensitive properties relative to established standards.
  - e. Where significant impacts are assessed, identify methods by which the noise and vibration may be reduced to below established standards.
  - f. Prepare a draft report of the findings and recommendations in reproducible form.
  - g. After review and comment, the draft will be revised and submitted as a final report.
  
9. Prepare a Traffic Impact Assessment. The Traffic Impact Assessment will focus on construction-related traffic impacts. The following tasks will be performed:

- a. Data Collection
  - i. Obtain the planned construction truck routes.
  - ii. Visit the Project area and document existing conditions with respect to: street widths, number of lanes, traffic signal location and phasing, parking restrictions and any special traffic control measures.
  - iii. Obtain the most recent available twenty-four (24) hour machine counts (ADTs) for the streets near the Project site from County, Caltrans, and City of El Cajon records. Update old ADT counts at 4 locations, if necessary.
  - iv. Obtain traffic reports and relevant data for all short-term approved/pending cumulative projects in the Project area. Cumulative projects are other projects in the area that have not yet been built but are likely to be built and generating traffic in the near future.
- b. Existing Analysis
  - i. Determine the existing Levels of Service (LOS) on the street segments using the County's table or Caltrans methodology.
- c. Project Analysis
  - i. Prepare a traffic generation forecast for the Project on an a.m./p.m. peak hour and twenty-four (24) hour basis using construction employee and truck information.
  - ii. Distribute and assign Project traffic to the street system.
  - iii. Determine the street segment LOS for the existing plus Project scenario.
  - iv. Assist with determining the parameters that would become part of the Construction Management Plan.
  - v. Identify the potential significant traffic impacts of the Project based on County criteria.
  - vi. Identify measures required to mitigate calculated Project traffic impacts, if mitigation measures are applicable.
- d. Cumulative Projects Analysis
  - i. Restate the traffic generation/distribution/assignment forecasts for the short-term approved or pending cumulative projects in the nearby area from their respective traffic reports.
  - ii. Determine the intersection and street segment LOS for the existing plus Project plus cumulative project scenarios.
- e. Report Preparation
  - i. Prepare a draft Traffic Report with the appropriate text, tabular and graphic material for review by the District. Revise text per District comments and submit the draft Traffic Report to the appropriate agencies for their review. Perform second set of revisions to the draft Traffic Report based on District and agency comments. Then, finalize the Traffic Report.

**TASK 7C. Prepare, Revise, and Distribute Notice of Preparation (NOP)**

The Consultant shall prepare a draft of the NOP for the EIR for District review and confirm that all information is correct in cooperation with the District Project Manager. The Consultant shall incorporate District comments into the final NOP.

The Consultant shall distribute up to fifty (50) copies of the NOP to the State Clearing House (SCH), probable local and regional responsible or trustee agencies, involved federal agencies, community planning groups, and other interested parties as appropriate via certified mail. The distribution list will be developed in consultation with the District Project Manager. The Consultant shall maintain a complete, accurate, and continuously updated computer Microsoft Office Word document, version 2003, and hard copy file of all NOP mailings and responses to the NOP in order to incorporate comments into the pending Draft EIR.

The Consultant shall prepare all the necessary documentation through Project approval by the District Board of Directors in conformance with CEQA, the Endangered Species Act, the District Section 7 Permit, and the District MSCP Subarea Plan. The District is the Lead Agency under CEQA.

#### **TASK 7D. Prepare Draft EIR**

The Consultant shall prepare a draft EIR in conformance with criteria, standards, and procedures of the District's Local Guidelines for Implementing the California Environmental Quality Act; the CEQA of 1970, as amended; the State CEQA Guidelines; and the regulations, requirements, and procedures of any other responsible public agency or any agency with jurisdiction by law. The Consultant's Project Manager, during the preparation of the draft EIR, shall meet with the District Project Manager and other concerned parties as much as necessary to discuss all issues related to the draft EIR to facilitate resolution and to resolve any processing procedural issues. In addition, the Consultant shall continuously collect and assemble all data, studies, reports, agreements, etc. as they become known and available and provide an assessment of the probable short and long-term cumulative impacts associated with the Project.

##### **1. Executive Summary**

The Executive Summary will be prepared in accordance with CEQA Guideline §15123. This section will summarize the proposed Project, including the Project's technical and economic characteristics. This section will identify: each significant effect of the Project with proposed mitigation measures that would reduce that effect; known areas of controversy including issues raised by agencies and the public; and issues to be resolved including the choice among alternatives and whether or how to mitigate significant effects. The Executive Summary will also include a list of required discretionary approvals and corresponding agencies with approval authority.

##### **2. Project Description**

The Project Description section will be prepared in accordance with CEQA Guideline §15124, and shall provide the Project location, including location maps within the regional context, and a description of the proposed alignment

alternatives. The Project Description will list the basic goals and objectives of the Project. In addition, the section will identify the scope of the proposed Project that will serve as the "Basis of Analysis." This section will describe the Project's relationship to previous environmental documentation and approvals. Lastly, the Project Description will include a discussion of the environmental procedures and intended uses of the EIR, as well as list the discretionary permits and approvals required for Project implementation. Maps and figures will be provided to support text descriptions as necessary.

### 3. Environment Setting

The Environment Setting will be prepared in accordance with CEQA Guideline §15125. The section will provide an overview of the local and regional physical environmental conditions. This section will describe the existing site conditions, including a description of the existing natural resources occurring on the Project site. The Environment Setting section will be detailed enough to constitute the baseline physical conditions by which impact significance can be determined.

### 4. Environmental Impact Analysis and Mitigation Measures

The Environmental Impact Analysis section will address all the environmental topics listed as potentially significant in the Initial Study. Each of the environmental topics with the potential for significant impacts will be fully addressed pursuant to CEQA Guideline §15126. The technical reports previously described will be summarized. Specifically, the EIR analysis will include a description of the relevant environmental setting, criteria for determining significance of environmental impacts, potential environmental impacts, level of significance of environmental impacts, recommended mitigation measures to significantly reduce or avoid the significant impacts, and an analysis of significance or residual impacts after mitigation measures are applied.

The EIR will provide an evaluation of feasible mitigation measures that could be carried out to reduce or eliminate adverse impacts of the proposed Project. Where several mitigation measures are available, the basis for selection from among these measures will be discussed. The discussion of mitigation measures will provide the background for findings under CEQA Guideline §15091(a). Mitigation measures will be discussed in sufficient detail to provide the basis for the Mitigation Monitoring and Reporting Program, and comply with CEQA Guideline 15126.4.

### 5. Cumulative Impacts

The Cumulative Impacts section will evaluate whether individual Project impacts are cumulatively significant when viewed in combination with other projects. The section will discuss the potential of the proposed Project to compound or increase adverse environmental impacts when added to other closely related past,

present and reasonably foreseeable future projects and Project impacts. This section will discuss any indirect, cumulative impacts and evaluate compliance with adopted threshold standards and applicable policies and programs.

#### 6. Project Alternatives

The Project Alternatives section of the EIR will identify a reasonable range of alternatives that could feasibly attain the basic objectives of the Project, but reduce significant impacts. This section will include, at a minimum, the "No Project Alternative" which will evaluate no development option, a reduced alternative, and an alternative site, if applicable. The analysis for each alternative will include a quantitative, comparative analysis for the relative environmental impacts and merits of each.

#### 7. Impacts Found Not to be Significant

Areas of no significant impact will be listed. The justification for such findings will be based on the Initial Study and results of the Draft EIR analysis.

#### 8. Significant Irreversible Environmental Changes

In accordance with Article 9 of the State CEQA Guidelines, the EIR will contain a discussion of the irreversible environmental changes that will result from the proposed Project and unavoidable significant impacts. This section will discuss uses of nonrenewable resources, long-term commitments of resources, and potential irreversible environmental damage that may result from environmental accidents associated with the Project.

#### 9. Growth-Inducing Impacts

The Growth Inducement section will assess the potential of the proposed Project to induce economic or population growth and the construction of additional housing, either directly or indirectly, in the surrounding environment. The section will discuss the potential for the use of large amounts of fuel or energy and evaluate the Project's compliance with regional and local growth management policies.

#### 10. Reference Sections

This section shall include lists of all references, persons, and agencies contacted in the preparation of the EIR. In addition, this section will list all persons involved in the preparation of the document, including their titles and roles.

**TASK 7E. Submit and Revise Screen Check Draft EIR**

The Consultant shall submit ten (10) copies of the first screen check Draft EIR to the District Project Manager for staff review and comment. The Consultant shall meet with the District Project Manager and staff to receive comments on the first screencheck Draft EIR. The Consultant shall revise the Draft EIR incorporating District comments and submit ten (10) copies of the revised screencheck Draft EIR for District staff review and comment. The Consultant shall incorporate staff comments and prepare the final Draft EIR. The Consultant shall then prepare a total of fifty (50) copies of the final Draft EIR, and submit one (1) digital copy and one (1) hard copy master to the District Project Manager.

**TASK 7F. Prepare Notice of Completion (NOC) and Distribute Draft EIR**

Consistent with CEQA Guidelines, the Consultant shall prepare the NOC and a distribution list of interested persons, entities, and agencies developed in consultation with the District Project Manager to include local and regional offices or responsible, trustee, and involved federal agencies. The Consultant shall submit for District Project Manager review and comment the NOC and perform any revisions requested or required. The Consultant shall send fifteen (15) copies of the Draft EIR and final NOC to the SCH with a formal transmittal letter authorizing distribution to state agencies, mail up to twenty-five (25) copies of the Draft EIR to the addresses on the distribution list, and submit the remaining ten (10) copies to the District Project Manager. Consistent with CEQA Guidelines, the Consultant shall prepare a notice of availability suitable for publication in various local newspapers, file the notice of availability with the San Diego County clerk, and submit the notice to the identified newspapers for publication. The Consultant shall obtain, organize, label, date, and transmit to the District Project Manager all newspaper notices and articles regarding the EIR efforts.

**TASK 7G. CEQA Findings of Facts/Statement of Overriding Considerations**

The Consultant shall prepare the Candidate CEQA Findings pursuant to CEQA Guideline §15091. The Consultant shall identify Project changes, alterations and required mitigation identified in the Draft EIR that avoid or substantially lessen significant environmental effects. If there are mitigation measures or alternatives to the Project identified in the EIR which could reduce the adverse consequences of the Project but which are determined infeasible, the Consultant shall provide the required CEQA findings, giving the specific economic, social or other conditions that render the mitigation measure or alternatives infeasible. The Consultant shall coordinate with the District development of the necessary arguments to support CEQA findings.

Should the EIR conclude that an impact is significant and unmitigable, the Consultant shall prepare a Statement of Overriding Considerations (SOC) in accordance with CEQA Guidelines §15093. The Consultant shall identify the specific economic, legal, social, technological, or other benefits of the Project that

outweigh the unavoidable environmental effects. The Consultant shall coordinate with the District to establish the evidence in the record to support overriding considerations.

**TASK 7H. Prepare Mitigation and Monitoring Program and Findings**

For all mitigation measures recommended in the EIR, prepare a mitigation and/or monitoring and reporting program consistent with the requirements of CEQA Guidelines. Mitigation in the text of the EIR will be developed in such a way as to facilitate monitoring and reporting, utilizing the standard regulatory processes of the District and other agencies to the fullest extent possible. The program will identify the impact and mitigation for it, as well as the party responsible for monitoring and reporting, the responsible party for assuring monitoring or reporting is accomplished, and the checkpoints in Project development at which monitoring and reporting must be implemented. The Consultant shall submit the Mitigation and Monitoring Program to the District Project Manager for review and comment. The Consultant shall make revisions to the Mitigation and Monitoring Program incorporating District staff comments to obtain subsequent District approval of its content.

**TASK 7I. Prepare Responses to Comments on Draft EIR**

The Consultant shall prepare draft responses to all written and oral comments received on the draft EIR during the forty-five (45) day public review period pursuant to CEQA Guidelines §15088, in cooperation with the District Project Manager. Submit three (3) copies of the written and oral comments along with the draft responses to the District Project Manager for review and comment. Meet with District staff to discuss preliminary responses to all comments. The Consultant shall then finalize the responses based upon District comments to the draft responses and submit the final comments to the District Project Manager for final review and approval.

**TASK 7J. Prepare Final EIR**

The Consultant shall produce the final EIR including the draft EIR with text revisions, comments and responses to comments, a list of the persons, organizations and public agencies that commented on the draft EIR, the mitigation monitoring and reporting program, and copies of all notices. Prepare and distribute up to a total of twenty (20) copies of the EIR to agencies, organizations, and individuals who commented in writing on the draft EIR. Submit ten (10) copies of the final EIR to the District Project Manager. In addition, one (1) unbound master final EIR and one (1) digital copy suitable for reproduction shall be provided to the District Project Manager.

### **TASK 7K. Prepare Notice of Determination (NOD)**

After certification of the EIR by the District Board of Directors, the Consultant shall prepare the NOD. If applicable, prepare de minimus impact finding using California Department of Fish and Game (CDFG) Certificate of Fee Exemption. If de minimus findings are not possible, obtain payment and submittal requirements for the CDFG filing fee from the District's Project Manager. File the NOD at the San Diego County Recorder's Office to start the statute of limitations as per the CEQA Guidelines. File a copy of the NOD with the State Clearing House.

### **TASK 7L. Obtain Agency Permitting**

The Consultant shall prepare all of the required documentation and applications to obtain clearance for Project construction from the USFWS, CDFG, ACOE, the Regional Water Quality Control Board (RWQCB), and any other agencies deemed necessary. This includes obtaining required wetland permitting (401, 404, and/or 1600 as applicable) and upland species permitting (Fish and Game 2080 and/or Fish and Wildlife consultation as applicable). The Consultant shall attend meetings and correspond with the above-mentioned agencies as appropriate to secure these permits and clearances.

### **TASK 8. Preliminary Design Report Preparation**

The Consultant shall prepare and submit four (4) copies of the PDR for District Project Manager review, comments, and approval. The final approved report shall include a copy on compact disc (CD) in Microsoft Office Word, version 2003, and Adobe Acrobat, version 6.0 or newer. The design report shall consider and integrate the contents of the following:

1. A report entitled, "Design Report for North District Modifications," by District staff, dated December 2003. A copy of this document is on file at District offices and is available for the Consultant's information and use.
2. The determination and justification of the pipeline alignment to be constructed. The alignment shall incorporate the requirements of the District, SDCWA, County of San Diego, City of El Cajon, Caltrans, and other affected agencies and utilities.
3. Describe applicable detailed information on classification, sizing, pipe diameter, types of material, and approximate quantities of all piping, valves, blow offs, air vacuum assemblies, and other appurtenances. List the manufacturers and model numbers of the equipment, and manufacturer's cut sheets and equipment data. Equipment listed must be on the Water Agencies' Standards (WAS) Approved Materials List.

4. A preliminary construction cost estimate and projected expenditure schedule for District budgeting purposes.
5. A list of permanent and temporary construction easements that may be required with the preferred alignment.
6. Evaluate the use of trenchless technologies as an option to determine the preferred alignment.
7. Identify corrosion protection and monitoring systems.
8. The determination of which CEQA process that may be required to be followed.
9. The outcome of the CEQA process determination, which will run parallel to preparation of the design report and shall be completed before implementation of the final design.
10. Traffic impacts.
11. The following format shall be used as a guide:
  - a. Title Page
  - b. Table of Contents
  - c. Executive Summary
  - d. Introduction and Background
    - i. Purpose and Scope
    - ii. System Description
    - iii. Previously Identified Alignments
  - e. Pipeline Design Criteria/Requirements
    - i. Route Selection Criteria
    - ii. Right of Way/Easements
    - iii. Traffic Assessment
    - iv. Existing Conditions
    - v. Hydraulic Analysis
    - vi. Environmental Assessment
    - vii. Permits, Reviews, and Approvals
    - viii. Selected Design Criteria
  - f. Corrosion Control
    - i. Soils Analysis
    - ii. Coatings
    - iii. Test Stations
  - g. Geotechnical
    - i. Geotechnical Issues
    - ii. Trenchless Construction
  - h. Construction Costs
    - i. Pipe Material Costs and Adjustments

- ii. Pipe Installation Costs and Adjustments
- iii. Cost Index and Bidding Climate Adjustments
- iv. Total Construction Costs
- i. Pipeline Alignment Evaluation
  - i. Alignment Descriptions
  - ii. Alignment Alternatives
  - iii. Noneconomic Evaluation
  - iv. Decision Matrix
  - v. Conclusions and Recommendations

**TASK 9. Value Engineering and Constructability Review**

1. The District will hire an independent consultant to perform a value engineering study after the 30% design submittal. The Consultant shall participate in the value engineering process by making a presentation of the 30% submittal to the value engineering team and participating in a mid-week status review. The consultant shall incorporate the value engineering recommendations from the study into the 60% design submittal.
2. The Consultant shall use team resources to perform constructability reviews after the 30%, 60%, and 90% submittal levels to ensure the Contract Documents are biddable and buildable. The Consultant shall provide the recommendations of the team resources in writing to the District Project Manager.

**TASK 10. Easement Appraisal and Acquisition Assistance**

1. The Consultant shall provide a subconsultant to perform appraisals and assist in the acquisition of temporary and permanent easements once the locations are known. The services shall include preparation of a Summary Basis of Appraisal with offer letters to the owners. In addition, the subconsultant shall provide on call assistance during negotiations for an amount not to exceed \$5,000.

**TASK 11. Contract Documents Preparation**

1. The Project final design and Contract Documents shall be based on the PDR as prepared by the Consultant and approved by the District Project Manager. Any exceptions made throughout the design process shall be documented as additions or revisions to the design report and each shall be approved by the District Project Manager.
2. Prepare plan and profile showing all finished pipeline grades, traffic control, corrosion control, erosion control, and other drawings as necessary. Include a plan and profile and/or cross section for each pipeline appurtenance lateral to existing or finished grade. The drawings and specifications shall incorporate any and all recommendations contained in all the environmental, geotechnical, Storm Water Pollution Prevention Plan requirements and documents.

3. Provide a complete set of calculations to the District Project Manager for review and comment at the 60% progress submittal. A final set of all calculations shall be provided at the 90% progress submittal.
4. Prepare a complete equipment list for District review, comment, and approval consistent with the typical materials and equipment preferences of the District. The list shall identify any and all materials and equipment that may require a long lead-time for delivery to the construction site.
5. Prepare and submit a set of Project Contract Documents consisting of drawings and specifications in accordance with the WAS specifications and guidelines.
6. Provide final Contract Documents on CD in digital format. Final drawings shall be in AutoCAD® LDD format, version 2005 and Adobe Acrobat, version 6.0 or newer. Final Contract Specifications shall be in Microsoft Office Word, version 2003.
7. The design drawings plan and profile sheets shall be at 1 inch to 40 feet horizontal scale and 1 inch to 4 feet vertical scale respectively, unless otherwise approved by the District Project Manager. Detail drawing scales shall be as appropriate to properly convey the intent of the design. The drawings shall be prepared in ink on 24 inch by 36 inch D plus size mylar sheets.
8. Prepare Project design drawings, title, and notes sheets consistent with WAS Drafting and AutoCAD® Guidelines. The Project design drawings shall incorporate the typical practice that groups the sheets into civil, mechanical, electrical, corrosion protection, traffic control, landscape, instrumentation, structural, architectural, etc., organization.
9. Project specifications shall be prepared in Construction Specifications Institute (CSI) format. Incorporate within the Project specifications the provided District Contract Document procedural documents consisting of bidding requirements, contract forms, and conditions of contract, which are in CSI format.
10. Transmit progress submittals at the 30%, 60%, 90%, and 100% Project completion status.
11. Transmit a total Project construction cost estimate with the PDR, 30%, 60%, 90%, and 100% submittal requirement in District format.
12. Transmit progress submittals to the District Project Manager. The progress submittal shall consist of four (4) sets of the draft specifications and six (6) sets of design drawings for review and comment. The design drawing submittal shall consist of two (2) sets of full size drawing prints and four (4) sets of half size drawing prints.

13. The District Project Manager shall provide all written District comments to the Consultant Project Manager in tabular format. The Consultant Project Manager shall attend a meeting at the completion of each District staff review and comment submittal stage to receive and discuss the comments with the District Project Manager. The Consultant shall be responsible for incorporating all comments within the Contract Documents and communicating and coordinating all comments with the Consultants' entire Project team and subconsultants. Only the Consultant Project Manager is allowed to attend the Project review meetings unless approval is granted by the District Project Manager to have more representatives present.
14. The Consultant Project Manager, as the Engineer of Record for the Project, shall be a California Registered Professional Civil Engineer and shall sign and seal each sheet of the original final drawing mylars. Also, the Engineer of Record shall sign and seal the specifications to be included within the Contract Documents. In addition, the original mylar of each drawing shall be sealed by a California Registered Professional Engineer having expertise in the discipline relating to the content of the drawing. Submit the original laser print quality final specifications unbound and unpunched, the final design mylar drawings, and related computer-generated files to the District Project Manager. The final Contract Documents shall be accompanied by four (4) bound copies of the Consultants' final detailed cost estimate with all supporting documentation and four (4) bound sets of all design computations developed by the Consultant and subconsultants for the Project. Each set of the final cost estimate shall be signed and sealed by the Engineer of Record for the Project and the design computations shall be signed and sealed by the Professional Engineer having expertise in the discipline relating to the content of the applicable drawing. The Consultant's Engineer of Record shall also sign and seal all the design computations for the Project.

#### **TASK 12. Construction Contract Bidding**

1. The Consultant shall assist the District Project Manager during the bidding period to resolve technical discrepancies and/or interpretations of the Contract Documents.
2. The Consultant shall draft any and all Contract Document addenda for District review and approval to amend and/or clarify the Contract Documents.

#### **TASK 13. Construction Phase Services**

The Consultant shall:

1. Attend and participate in the pre-construction conference.

2. Answer questions and resolve discrepancies related to technical interpretation of the Contract Documents, commonly referred to as a Request for Information (RFI).
3. Review the Contractor's shop drawing and other submittals for design intent and general compliance with the Contract Documents.
4. Prepare the necessary drawings, sketches, and specifications required to make changes to the design, as approved by District staff, due to changed conditions encountered during construction or as a result of a RFI or clarification from the Contractor and/or material suppliers, to resolve design discrepancies or omissions, etc. The District will not pay consultation fees related to the correction of design errors or omissions.
5. Attend and participate in construction progress meetings with District staff and the Contractor at the construction site and/or District offices at the request of the District Project Manager.

#### **DISTRICT PROVIDED SERVICES**

1. The District will provide existing reports, record drawings, and other related materials to the Consultant that is within the District's possession. All such materials provided will be in non-digital formats except for any requested hydraulic model that the District may possess.
2. The District will pay all required fees to the SDCWA, County of San Diego, City of El Cajon, Caltrans, SDG&E, SBC, and other agencies or utilities as required.
3. The District will coordinate with the Consultant's Project Manager during all phases of the work.
4. The District will coordinate, schedule, and hold a pre-bid meeting with all prospective bidders.
5. The District Project Manager will issue any and all required addenda prepared by the Consultant during the construction-bidding period.
6. The District Project Manager will review all bids received for verification of conformance to the Contract Documents and make recommendations for award of the construction contract to the apparent lowest responsive and responsible bidder. Verification will include review of the apparent low bid proposal, qualifications, references, list of subcontractors, bid bond, unit price schedule, materials, etc., for conformance with the requirements of the Contract Documents. If significant non-compliance with the requirements of the Contract Documents is found, at the sole determination and discretion of the District, the District Project Manager will similarly verify the apparent second low bid.

7. The District will print the Contract Documents, publish the notice of inviting bids, maintain the plan holders list, and mail addenda.

### ***SCHEDULE***

<b>Milestone</b>	<b>Completion Date</b>
Environmental	September 21, 2007
Alignment Study/Preliminary Design Report	March 20, 2007
30% Design	May 18, 2007
60% Design	September 21, 2007
90% Design	January 25, 2008
100% Design	March 28, 2008
Final Design	May 2, 2008
Advertise and Award	July 1, 2008
Construction	December 2, 2009
Closeout	April 28, 2010

Dates assume Agreement is executed promptly in October; that all District reviews are completed within two weeks; that all District approvals are completed within two weeks; and that meetings occur and information and District input is provided in a timely fashion.

### ***COMPENSATION***

The total estimated fee (including profit) for the tasks described above is one million three hundred thirty three thousand eight hundred and eight dollars (\$1,333,808). Infrastructure Engineering Corporation will submit invoices monthly, in the format provided in Exhibits B and C, for the actual work completed to date and will be paid on time and materials basis according to the attached rate schedule referenced in this Agreement.

### ***ASSUMPTIONS***

1. Unless otherwise specifically stated, all tasks are directed to Infrastructure Engineering Corporation.

2. District acknowledges Infrastructure Engineering Corporation services will be performed based upon information provided by the DISTRICT and others for the completion of Pipeline – 36 inch, SDCWA Otay FCF No. 14 to Regulatory Site Project only.

## EXHIBIT B

### Infrastructure Engineering Corporation

14271 Danielson Street

Poway, CA 92064

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**INVOICE SUBMITTED TO:**

Accounts Payable

Otay Water District

2554 Sweetwater Springs Boulevard

Spring Valley, CA 91978-2096

**DATE OF INVOICE:**

November 10, 2006

**OTAY INVOICE NO.**

INVOICE NO.

**JOB DESCRIPTION:**

PROJECT NAME: Pipeline – 36 inch, SDCWA  
Otay FCF 14 to Regulatory Site

Otay Project Manager: Hossein Juybari

Capital Improvement Project Number: P2009

**AUTHORIZATION:**

Purchase Order Number:

Contracted Project Completion: December 2,  
2009

Consultant Project Number:

**DESCRIPTION OF SERVICES RELATED TO INVOICE: 10/4/06 to 10/31/06**

Prepared Initial Study, Negative Declaration, Field Surveys, and Meetings with District

**AUTHORIZED AND INVOICED FEE:**

Original Fee Amount Authorized \$ 0

Change Order No. 1 Amount Authorized \$ 0

Change Order No. 2 Amount Authorized \$ 0

Total Fee Amount Authorized \$ 0

**Amount of This Invoice** \$ 0

Amount Previously Invoiced \$ 0

Total Amount Invoiced to Date \$ 0

Amount Previously Paid \$ 0

Authorized Fee Amount Remaining \$ 0

Percent Complete 0%

Invoice has been reviewed and found correct.

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Preston "Skip" Lewis, IEC

## EXHIBIT C INVOICE DETAIL

Otay Water District Pipeline – 36 inch, SDCWA FCF No. 14 to Regulatory Site  
CIP P2009

11/11/06

DESCRIPTION	THIS INVOICE			INVOICED TO DATE	CONTRACT AMOUNT	TOTAL %	
	HRS/ \$'s	RATE	AMOUNT			BILLED	COMPLETE
PROJECT TOTAL			\$5,763.35	\$20,884.30	\$46,500.00	45%	37%
TASK 1	STUDY		\$3,955.25	\$15,420.90	\$20,600.00	75%	88%
Sub-Task 1.1	Data Acquisition		\$951.00	\$2,944.00	\$3,000.00	98%	100%
Project Manager	Smith	16.0 hr	41.00 \$/hr	\$656.00			
Drafter	Williams	5.0 hr	35.00 \$/hr	\$175.00			
Secretary	Allred	6.0 hr	20.00 \$/hr	\$120.00			
Sub-Task 1.2	Report Preparation		\$931.50	\$8,865.00	\$13,000.00	68%	75%
Principle	James	2.5 hr	95.00 \$/hr	\$237.50			
Project Manager	Smith	4.0 hr	41.00 \$/hr	\$164.00			
Drafter	Williams	14.0 hr	35.00 \$/hr	\$490.00			
Secretary	Allred	2.0 hr	20.00 \$/hr	\$40.00			
Direct Expenses			\$1,709.75	\$2,431.00	\$3,000.00	81%	
Reproduction		\$17.50	10%	\$19.25			
Subconsultant #1	B&K	\$610.00	5%	\$640.50			
Subconsultant #2	CEW	\$1000.00	5%	\$1,050.00			
TASK 2	ENVIRONMENTAL		\$1,808.10	\$5,463.40	\$15,700.00	35%	22%
Sub-Task 2.1			\$951.00	\$2,944.00	\$12,000.00	25%	22%
Project Manager	Smith	16.0 hr	41.00 \$/hr	\$656.00			
Drafter	Williams	5.0 hr	35.00 \$/hr	\$175.00			
Secretary	Allred	6.0 hr	20.00 \$/hr	\$120.00			
Direct Expenses			\$762.00	\$2,225.00	\$2,500.00	89%	
Reproduction		\$120.00	10%	\$132.00			
Subconsultant #2	CEW	\$600.00	5%	\$630.00			

- Note: 1) Consultant to edit, update, and add lines as necessary.  
2) Rates shown above are to remain in effect throughout the life of the contract.

**EXHIBIT D**

**JULY 2006**

**HOURLY CHARGE RATE AND  
EXPENSE REIMBURSEMENT SCHEDULE**

**Professional**

Engineering Intern/Technician .....	\$ 60.00
CADD Designer I/Engineer I.....	\$ 90.00
Graphic Designer .....	\$ 100.00
CADD Designer II / Engineer II.....	\$ 95.00
CADD Designer III / Engineer III.....	\$ 105.00
Senior Designer/Project Engineer.....	\$ 120.00
Senior Project Engineer .....	\$ 135.00
Project Manager .....	\$ 150.00
Senior Project Manager.....	\$ 165.00
Principal.....	\$ 170.00

**Administrative**

Administrative Clerk.....	\$ 45.00
Word Processor/Admin. Support.....	\$ 60.00

Subconsultants will be billed at cost plus 5%.

**Reimbursable Costs**

Reproduction, special photography, postage, delivery services, express mail, printing, travel, parking, and any other specialty services performed by subcontractor will be billed at cost plus 5%.

Mileage will be billed at the current IRS allowed rate.

\* Field personnel rates are inclusive of vehicle, mileage, phone, computer, etc.

**EXHIBIT "E"**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 09/06/06
PRODUCER 0A99520 Cavignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 Dorothy Amundson	1-619-234-6848	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS AFFORDING COVERAGE</b>		
INSURED Infrastructure Engineering Corporation 14271 Danielson Street Poway, CA 92064		INSURER A: St. Paul Fire & Marine Insurance Company INSURER B: U.S. Specialty Insurance Company INSURER C: United States Fidelity & Guaranty Company INSURER D: INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	GENERAL LIABILITY	BK02069170	02/13/06	02/13/07	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Broad Form				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blkt Contractual				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
C	AUTOMOBILE LIABILITY	BK02069170	02/13/06	02/13/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> No Company Owned Autos					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA2449763	02/13/06	02/13/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
B	OTHER Professional Liability	US061212401	02/13/06	02/13/07	Each Claim \$ 1,000,000
					Aggregate \$ 2,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Professional Liability - Claims made form, aggregate limit policy, defense costs included within limit of liability.  
 RE: Pipeline-36 inch, SDCWA Otay FCF No. 14 Regulatory Site/IEC Project #005.OWD.0004. Otay Water District, its officials, and employees are named as Additional Insured with respect to General Liability per attached.  
 10 days NOC for non-payment of premium.

<b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/> <b>ADDITIONAL INSURED; INSURER LETTER:</b> C	<b>CANCELLATION</b>
Otay Water District Attn: General Manager 2554 Sweetwater Springs Blvd. Spring Valley, CA 91978 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Dorothy Amundson</i>

**EXHIBIT "E"**

Named Insured: Infrastructure Engineering Corporation

Policy Number : BK02069170

**Owners, Lessees Or Contractors (Form C)**

**ADDITIONAL INSURED** Effective: 02/13/06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following;

**LIABILITY COVERAGE PART.**

**Schedule**

Name of Person or Organization:

Otay Water District, its officials, and employees

RE: Pipeline-36 inch, SDCWA Otay FCF No. 14 Regulatory Site/IEC Project #005.OWD.0004

1. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.
2. With respect to 1. above the following additional provision applies:

SECTION IV. 5. Other Insurance is replaced by the following:

5. Other Insurance.

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any valid and collectible "other insurance" available to the insured unless the

valid and collectible "other insurance" is provided by a person or organization who is not shown in the schedule. Then we will share with that valid and collectible "other insurance" by the method described below.

If all of the valid and collectible "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

if any of the valid and collectible "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.