

REQUEST FOR PROPOSAL (RFP)
LOS OSOS COMMUNITY SERVICES DISTRICT
WATER RECYCLING FUNDING PROGRAM FACILITIES PLANNING STUDY

The Los Osos Community Services District (District) has prepared this Request for Proposal (RFP) for the implementation of a Project to develop a Transient Groundwater Model (Transient Model) and prepare a Water Recycling Funding Program Facilities Planning Study (WRFP Study) for the community of Los Osos. The purpose of the study will be to evaluate recycled water and supplemental supply alternatives to improve the sustainability of the Los Osos Groundwater Basin (Basin). The Los Osos Community Services District, the County of San Luis Obispo and the Los Osos Basin Management Committee (BMC) will act as the lead agencies for the WRFP Study. Qualified engineering and hydrogeology consultants are being requested to provide a proposal addressing the scope and needs of this Project described herein.

Proposal Due Date: March 31st, 2023. Any proposals received after this date/time will be returned to the proposer un-opened. It shall be the proposers' responsibility to verify and confirm receipt of the proposals by the specified due date and time.

Pre-Proposal Meeting: The District will not hold a pre-proposal meeting; however, proposers may contact Ron Munds, General Manager at rmunds@losososcscsd.org for additional information and questions.

Proposal Delivery Location: Provide only PDF electronic proposals, emailed to Ron Munds, General Manager at rmunds@losososcscsd.org or delivered/mailed to 2122 9th Street, Ste. 110, Los Osos, CA. 93402.

Contact: Contact Ron Munds, General Manager at rmunds@losososcscsd.org for details and information regarding this proposal and associated requirements.

BACKGROUND

See Attachment A, Project Description and WRFP Study Outline. The Plan of Study from the WRFP Planning Grant Application is included as Attachment B.

ADDENDA TO RFP

Through the course of the proposal development, consultants may raise questions concerning the RFP, which may impact proposals. The District will issue addenda as necessary to further clarify the requirements and expectations of the RFP. The District reserves the right to issue addenda up to 5 business days prior to the due date of the RFP, without time extension of the RFP due date.

PROPOSAL REQUIREMENTS

Proposal Rejection or Withdrawal. Late proposals (submitted after the specified due date/time) shall be rejected by the District. The District reserves the right to accept or reject any or all proposals.

Agreement. Consultant shall review the Agreement for Services included as Attachment C, and list any exceptions desired for consideration during negotiation of services and fees for the Project. The District will consider all requests; however, reserves the right to reject any or all of Consultant's contract exceptions.

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PROPOSAL FORMAT

General. The proposal shall be limited to TWENTY (20) pages in length, not including resumes. The proposal must be signed by a person authorized to bind the proposing firm to the representations, commitments and statements contained in the proposal. The proposal must contain the following information and documents:

1. A cover letter summarizing the key points of the proposal (2 pages max.)
2. **Description of Firm.** A description of the firm's organizational structure, the jurisdiction in which the firm is organized and date of such organization. In addition, provide a brief description of the firm's qualifications and experience on projects of similar nature to those described in the proposal.
3. **Authorized representative of the proposer.** The name, address, telephone number, and email address of the person authorized to represent the proposer with respect to all notices, negotiations, discussions, and other communications relating to this proposal, to any negotiation relating to the contract.
4. **Staffing.** Provide an organizational chart identifying: 1) the project manager for the work; 2) each key person who would be assigned to carry out the work, and their respective roles in performing the work. Provide a separate description of the experience and qualifications of such manager and key persons, including a summary of experience on similar projects to those described in this proposal. Resumes should be included for all key individuals as an appendix to the submittal.
5. **References.** A list of no more than three references for the proposer and no more than three references for the subconsultants, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing of the specific projects and key individuals that have participated in them. Include the dollar amount related to the participation.
6. **Qualifications.** Details about similar projects, including contact information for the agency project manager(s) and the firm's role in preparation.
7. **Understanding/Approach.** Description of your firms understanding of this project and proposed approach to complete the project.
8. **Scope of Work.** A clear concise description of the proposer's understanding of the nature and extent of the services required.
9. **Schedule.** A schedule that outlines key tasks and the sequence in which those tasks will be completed
10. **Fee.** An estimated fee to complete the services described in the Scope of Work. Fee estimate shall include a detailed breakdown of the scope of work into key tasks and included a level of effort and a billing rate for staff working on each of those tasks. Fee estimate shall additionally include information of the firm's overhead rates and other costs, including any and all other costs that would be charged to the District for completion of the project.

Address the proposal to:

Mr. Ron Munds, General Manager
Los Osos Community Services District
2122 9th Street, Ste. 110
Los Osos, CA 93402

The proposal preparation, review and project award schedule is anticipated to follow the schedule below:

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Item	Date
RFP Release Date	2/27/2023
Proposal Due	3/31/2023
District and BMC Party Staff Review of Proposals	4/3/2023 to 4/14/2023
Interviews with District and BMC Party Staff (If needed)	4/17/2023 to 4/21/2023
District and BMC Party Staff Recommendation of Selected Firm	Week of 4/24/2023
Board Meeting to Award Contract	TBD
Consultant Notice of Contract Award	TBD
Contract Negotiation/Notice to Proceed	TBD

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**Attachment A
Project Description and WRFP Study Outline**

This Attachment A includes Project Description and WRFP Study Outline.

Project Background

The purpose of the WRFP study will be to evaluate recycled water and supplemental supply alternatives to improve the sustainability of the Los Osos Groundwater Basin (Basin), which is the sole source of water for the community of Los Osos. The Basin is adjudicated and in 2015 the parties to the adjudication agreed to a Stipulated Judgement and Basin Plan for the management of the Basin. The Stipulated Judgement called for the formation of the Los Osos Basin Management Committee (BMC), which consists of representatives from the Los Osos Community Services District, Golden State Water Company, S&T Mutual Water Company (Water Purveyors) and the County of San Luis Obispo (BMC Parties). In 2021, the BMC developed an estimate of the Sustainable Yield for the Basin for 2022 of 2,380 Acre-Feet. While this Sustainable Yield estimate is greater than current estimates of groundwater pumping in the Basin, approximately 2,000 Acre-Feet per Year (AFY), the target for Basin pumping, established during the development of the Basin Plan, is 80% of the Sustainable Yield or 1,904 AFY to account for uncertainty and prevent degradation from seawater intrusion. To achieve the target ratio between estimated production and the estimated Sustainable Yield additional water conservation measures, implementation of Basin Plan Programs, enhanced use of recycled water and/or importation of supplemental water supplies are needed under current and potential future conditions.

The Basin Plan identified numerous Programs/Projects to increase the Sustainable Yield of the Basin to protect against degradation from seawater intrusion and nitrates and to provide water for future growth within the community. It is envisioned that the WRFP Study will evaluate the following water supply alternatives listed in Table 1 to improve the BMC's understanding of potential opportunities to improve the sustainability of the Basin.

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Table 1. WRFP Study Recycled Water/Water Supply Alternatives

Recycled Water/Water Supply Alternatives	Description
Expanded Non-Potable Reuse	Expansion of the existing non-potable recycled water distribution system to offset potable water deliveries to schools, parks and cemetery
Recycled Water Agriculture Irrigation	Distribution of recycled water to agriculture users to offset groundwater pumping.
Indirect Potable Reuse (IPR) Creek Discharge	Discharge of advanced purified water to Los Osos Creek to enhance groundwater recharge
IPR Injection	Injection of advanced purified water into the lower aquifer of the Los Osos Basin to increase recharge and create a seawater intrusion barrier
Direct Potable Reuse	Delivery of advanced purified water to the drinking water distribution system to offset groundwater pumping
Upper Aquifer Capture and Treatment	Pumping nitrate contaminated upper aquifer water to the collection system for delivery and treatment at the LOWRF to generate additional recycled water
Surface Water Intertie	Interconnection with regional surface water conveyance system to provide access to State Water or other supplies to enable conjunctive use.
Nitrate Treatment	Regional Nitrate Treatment Facility to allow for enhanced use of nitrate contaminated upper aquifer supplies

To facilitate the evaluation of these recycled water/supplemental water supply opportunities identified above, the scope for the WRFP Study includes the development of a transient groundwater model. The current groundwater model for the Basin is steady state only and has a limited ability to run predictive modeling scenarios that account for variable hydrology, climate change impacts, phased project implementation and other time dependent variables that are necessary to adequately analyze the different recycled water alternatives. Development of a transient model will provide an improved toolset for establishing baseline estimates of the sustainable yield for the Basin and for evaluating different recycled water/supplemental water supply opportunities to ensure that the Basin can provide a sustainable water supply for potential future conditions. The Transient Model is a critical tool for allowing the community of Los Osos to understand how to best utilize its recycled water resource to provide a sustainable water supply. It will be used to evaluate and quantify the water supply benefits that each of the recycled water alternatives described above will provide and inform the cost/benefit alternatives analysis that will identify the preferred recycled water alternative for the community.

One of the critical threats to the Basin is degradation from seawater intrusion. It is essential that the Transient Model be able to predict the movement of the freshwater/seawater interface in the Basin and evaluate strategies to mitigate or reverse seawater intrusion. It is envisioned that the model will be utilized to predict the extent of seawater intrusion and the sustainable yield of the Basin under various hydrologic, pumping management and infrastructure project scenarios. Additionally, to assist in

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improving the understanding of the relationship between groundwater and surface water in the Basin it is important that the model be able to simulate groundwater/surface water interactions and include the ability to model effects (if any) that changes in groundwater conditions have on surface water conditions.

To assist in the completion of the WRFP Study, it is envisioned that a Technical Advisory Committee (TAC) will be formed that will include representatives of each of the BMC Parties along with a Peer Review Hydrogeologist. The Peer Review Hydrogeologist will be procured separately and along with the TAC will provide review and input into the development and use of the Transient Model for the WRFP Study.

The Los Osos Community Services District (District) will be the lead agency for the Study and has applied for \$200k in grant funding from the State Water Resource Control Board's Water Recycling Funding Program (WRFP). The County of San Luis Obispo has approved entering into a Cost Reimbursement Agreement with the District to provide access to \$150,000 in funding for the Study to provide the match funding for the WRFP Grant. The BMC will also be contributing \$50k to develop a GIS Based Well Database and to hire a Peer Review Hydrogeologist to participate in the development, calibration and utilization of the Transient Model.

An outline of the proposed WRFP Study is provided below. This outline shall be used as the basis for developing the Scope of Work for completing the WRFP Study. The WRFP Study completed by the consultant must meet the requirements for the WRFP Grant. Additional detail regarding the WRFP Grant Requirements can be found here:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/facilitiesplan.html

WRFP Study Report Outline

The following is a preliminary outline for the WRFP Study Report.

1. Project Area
 - a. Detailed map(s) showing:
 - i. Vicinity.
 - ii. Relevant hydrologic (major streams, streams receiving waste discharges), geologic, and topographic features.
 - iii. Service Area boundaries.
 - iv. Project site and service/study area boundary.
 - v. Wholesale and retail water supply entity boundaries within study area and adjacent to study area.
 - vi. Wastewater agency boundaries within and adjacent to study area.
 - vii. Groundwater basin boundaries,
 - viii. Existing recycled water distribution pipelines, storage, and users.
 - ix. Each recycled water facilities alternative, showing approximate locations of distribution pipelines, storage, and potential users.
 - b. Existing land use, trends, and projected land use.
 - c. Existing population, trends, and population projections of study area (population projections must be cited from an independent source).
2. Water Supply Characteristics and Facilities

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- a. Description of all wholesale and retail entities.
 - b. All sources of water for study area and description of major facilities.
 - c. Groundwater basins; including quantities extracted by all users, natural and artificial recharge, losses by evapotranspiration, inflow and outflow of basins, and safe yield or overdraft.
 - d. Water quality of groundwater.
 - e. Water use trends, future demands, prices, and costs.
 - f. Sources for additional water and plans for new facilities.
3. Wastewater Characteristics and Facilities
- a. Description of entities.
 - b. Description of existing facilities, including treatment/reuse processes and schematic(s), design criteria, current capacities, current flows, current water quality characteristics and beneficial uses of the water resources affected by the facility, and the current discharge location(s).
 - c. Wastewater treatment process schematics (existing and proposed) and flows for each stage of treatment (primary, secondary, and tertiary/advanced).
 - d. Description of current system users (% residential, commercial, industrial, etc.).
 - e. Water quality of effluent and any seasonal variation.
 - f. Sources of other problem constituents and control measures.
 - g. Existing water recycling users, quantities, and contractual arrangements.
 - h. Existing water rights for use of treated effluent after discharge.
 - i. Wastewater flow variations, hourly and seasonally.
4. Treatment Objectives for Discharge and Reuse
- a. Future flow increases or other changes to the influent wastewater characteristics.
 - b. Required water qualities for potential uses.
 - c. Required health-related water qualities or treatment requirements for potential uses, operational and on-site requirements (backflow prevention, buffer zones, dual plumbing, etc.).
 - d. Wastewater discharge or reuse requirements and anticipated changes in requirements.
 - e. Water quality-related requirements of the RWQCB to protect surface or groundwater from problems resulting from recycled water use.
5. Recycled Water Market
- a. Description of market assessment procedures.
 - b. Definition of logical service area based on results of market assessment.
 - c. Descriptions of all users or categories of potential users, including:
 - i. Type of use;
 - ii. Expected annual recycled water use;
 - iii. Peak use;
 - iv. Estimated internal capital investment required (on-site conversion costs);
 - v. Necessary water cost savings;
 - vi. Desire to use recycled water;
 - vii. Date of possible initial use of recycled water;
 - viii. Present and future source of water and quantity of use;
 - ix. Quality and reliability needs; and
 - x. Wastewater disposal methods.

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- d. Summary tables of potential users and related data.
- 6. Transient Groundwater Model Development
 - a. Conceptual Groundwater Model
 - i. Basin Topography and Boundaries
 - ii. Geologic Structures/Formations
 - iii. Principal Aquifers and Aquitards
 - iv. Groundwater Extractions
 - v. Groundwater Quality
 - vi. Groundwater Recharge and Discharge Areas
 - vii. Data Gaps
 - b. Model Selection Alternatives Analysis
 - c. Modeling Approach
 - i. Model Inputs
 - ii. Model Discretization
 - iii. Modeling Period
 - iv. Calibration Targets
 - v. Calibration
 - vi. Sensitivity Analysis
 - d. Sustainable Yield
 - e. Water Supply Alternative Analysis
 - i. Scenario Development
 - ii. Scenario Description
 - iii. Scenario Results
 - f. Summary and Conclusions
- 7. Project Alternative Analysis
 - a. Planning and design parameters and assumptions:
 - i. Delivery and system pressure criteria.
 - ii. Peak delivery criteria.
 - iii. Storage criteria.
 - iv. Planning period over which a water recycling project is evaluated.
 - b. Water recycling alternatives to be evaluated:
 - i. Alternative markets:
 - 1. Based on different levels of treatment.
 - 2. Based on geographical area.
 - ii. Treatment alternatives:
 - 1. Alternative levels of treatment.
 - 2. Alternative unit processes to achieve a given level of treatment.
 - 3. Plant treatment process prior to construction.
 - 4. Class of plant prior to and after construction (i.e. Class I, II, III, IV, or V).
 - iii. Pipeline distribution alternatives:
 - 1. Pipeline lengths, diameter, and material.
 - 2. Quantity of service laterals and meters to be installed.
 - iv. Storage alternatives:
 - 1. Location, type, and material.
 - 2. Storage analysis using diurnal flows.

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- v. Pump/lift station alternatives:
 - 1. Provide reason for new pump station and/or upgrades.
 - 2. Describe pump types, proposed well design, and proposed components.
- c. Non-recycled water alternatives:
 - i. Discussion of other potentially viable new sources of water.
 - ii. Provide economic costs.
- d. Water conservation/reduction analysis:
 - i. Description of analysis.
 - ii. Impact on recycling, if any.
 - iii. Recommendation.
 - iv. Implementation.
- e. Pollution control alternatives, if applicable, needed to comply with waste discharge requirements, and possible allocation of costs between recycling and pollution control.
- f. No project alternative.
- g. Information supplied for each alternative to include, but not be limited to:
 - i. Cost tables for each alternative with breakdown of costs by total capital (without grants), O&M, unit processes, equivalent annual cost, and per acre-foot cost.
 - ii. List of potential users assumed for each alternative.
 - iii. Economic analysis in dollars per acre-foot of recycled water produced or delivered.
 - iv. Water quality impacts:
 - 1. Effect on receiving water by removing or reducing discharge of effluent, including effect on beneficial uses resulting from reduced flow.
- h. Comparative environmental analysis.
 - i. Comparison of above alternatives and recommendation of specific alternative.
- 8. Recommended Project
 - a. Description of all proposed facilities and basis for selection.
 - b. Preliminary design criteria.
 - c. Cost estimate based on time of construction:
 - i. Selected project alternative total cost.
 - ii. Cost index.
 - iii. Discount rate.
 - iv. Useful life (years).
 - v. Life cycle costs (present worth included O&M costs).
 - vi. Operations and maintenance yearly costs.
 - vii. Replacement costs.
 - d. List of all potential users, quantity of recycled water use, peak demand, and commitments obtained.
 - e. Reliability of facilities as compared to user requirements.
 - f. Implementation plan:
 - i. Coordination with water suppliers, determination of recycled water supplier and needed agreements or ordinances.

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- ii. Tentative water recycling requirements of RWQCB.
- iii. Water rights impact.
- iv. Permits required for project implementation.
- v. Detailed schedule including, but not limited to, notice-to proceed, construction completion, initiation of operations, etc.
- g. Operational plan - responsible people, equipment, monitoring, irrigation scheduling, etc.
- h. Description of any key issues to be resolved, particularly items that may significantly impact the project budget or schedule.
- 9. Construction Financing Plan and Revenue Program
 - a. Sources and timing of funds for design and construction.
 - b. Pricing policy for recycled water.
 - c. Costs that can be allocated to water pollution control.
 - d. Annual costs (required revenue) of recycling project.
 - e. Sunk costs and indebtedness.
- 10. Appendices
 - a. Tables of all abbreviations.
 - b. Copies of letters of interest or intent from recycled water users, other documentation of support from potential users, or draft letters to potential users regarding interest/intent.
 - c. Draft of recycled water mandatory use ordinance or model user contract.
 - d. Drafts of necessary agreements, such as wholesale-retail agreement, joint powers agreement, etc.
 - e. Hydraulic calculations, model output summaries, other related conclusion supporting information.

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ATTACHMENT B

LOCSD WRFP Study Application – Plan of Study

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ATTACHMENT C

Los Osos CSD Standard Agreement

PLAN OF STUDY

The Plan of Study must address the following 14 areas, and describe the activities to complete the study and develop the project report:

1. A description of the recycled water service area that will be studied.
2. The potential sources of recycled water and a brief summary of the unit processes currently in use at existing treatment facilities.
3. A description of the current disposal/reuse of the wastewater that is proposed to be recycled.
4. A map of the study area showing the sources of recycled water and potential service area(s). The map should clearly show the study area boundary and boundaries of other associated agencies, such as community or sewer services districts, municipalities and water supply agencies.
5. General description of current sources of fresh water, including quantity and potential future demand.
6. Identification of the water and wastewater agencies having jurisdictions over the sources of recycled water and/or the potential service area.
7. A general description of water recycling and fresh/potable water supply alternatives that may be evaluated.
8. A description of the opportunities for stakeholder participation, for example, public meeting with the local community members, potential recycled water users, and other agencies that have a stake in the study.
9. A schedule with the start and completion dates of major tasks associated with the study.
10. A list of potential problems that may cause delays of the study and description of the proposed actions to reduce the impact of these potential problems.
11. Identification of the entities that will be conducting the study and description of their roles. This may include a description of proposed subcontracts with consultants or interagency agreements with other agencies, and any force account work.
12. Proposed budget for the study, including estimated costs of specific tasks including the recycled water market assessment, alternatives development and analysis, recommended project development, draft and final reports, and quality control.
13. Sources of financing, and sources of funds for cash flow until grant reimbursement.
14. Proposed Report outline. The applicant should consult Appendix B in the WRFPP Guidelines for a suggested outline and list of required study subject areas¹.

¹ The applicant should review the list of study areas and develop their own report outline based on this list and include other subject areas relevant and appropriate to their study.

1 - Plan of Study

Plan of Study - Los Osos Basin Water Recycling Funding Program Facilities Planning Grant

The following Plan of Study is for the preparation of a Water Recycling Funding Program Facilities Planning Study (WRFP Study) for the community of Los Osos. The purpose of the study will be to evaluate recycled water and supplemental supply alternatives to improve the sustainability of the Los Osos Groundwater Basin (Basin), which is the sole source of water for the community. The Los Osos Community Services District and the Los Osos Basin Management Committee will act as the lead agencies for the Study. Additional information on the community of Los Osos, the Los Osos Groundwater Basin, the water/wastewater/recycled water purveyors and the WRFP Study is provided below.

The Plan of Study must address the following 14 areas, and describe the activities to complete the study and develop the project report:

1. A description of the recycled water service area that will be studied.
4. A map of the study area showing the sources of recycled water and potential service area(s).
The map should clearly show the study area boundary and boundaries of other associated agencies, such as community or sewer services districts, municipalities and water supply agencies.

Study Area

The general study area for the Los Osos Basin WRFP Study will include the Los Osos Groundwater Basin (Basin) and the unincorporated community of Los Osos. The specific boundary area for the WRFP Study will be the Los Osos Basin Plan Area, which roughly parallels with the identified boundary of the Los Osos Basin and is shown in Figure 1 below.

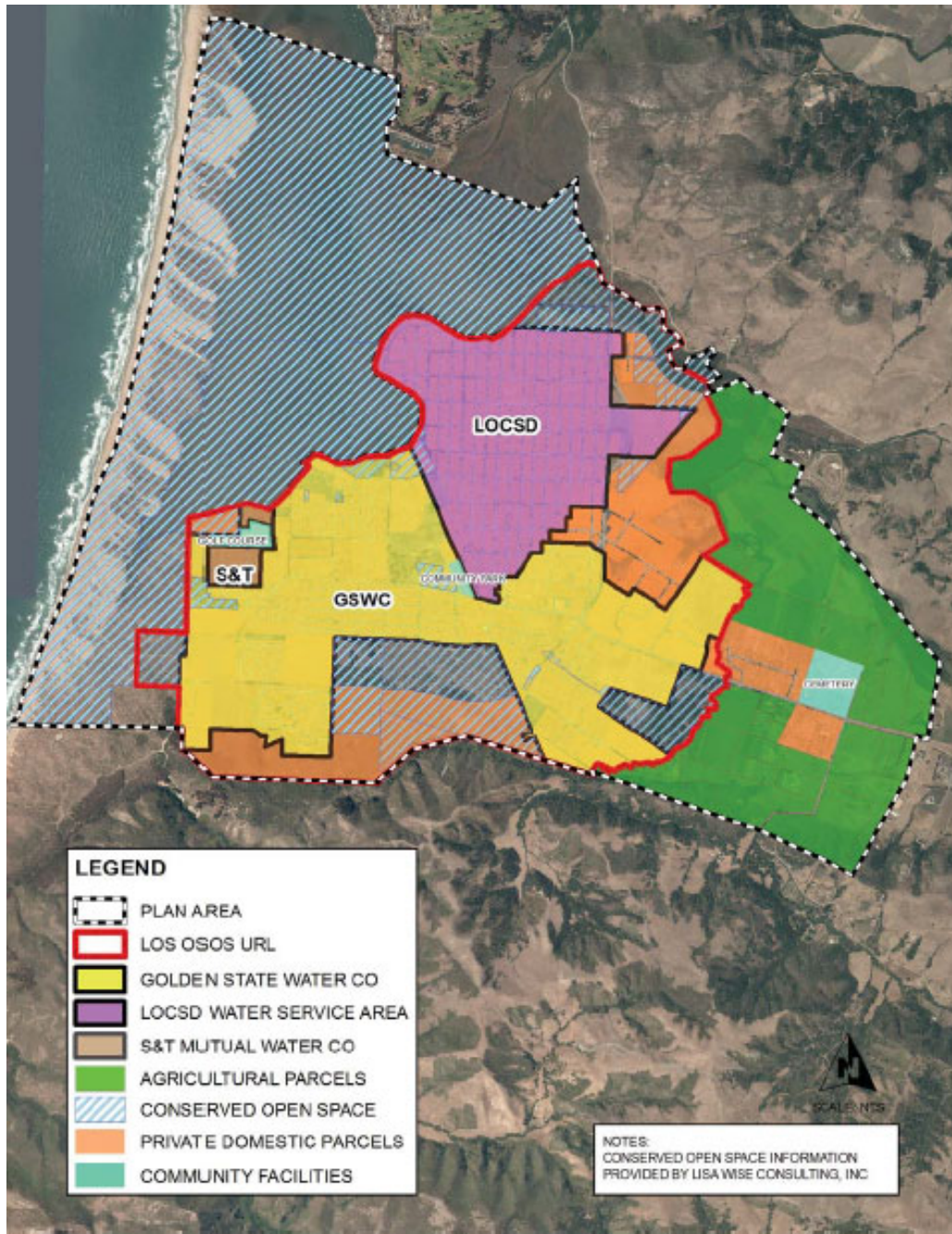


Figure 1. WRF Study Area

5. General description of current sources of fresh water, including quantity and potential future demand.

Water Supply and Demand

The community of Los Osos relies upon groundwater from the Basin as the sole source of water for the community. Three agencies: Los Osos Community Services District; Golden State Water; and S&T Mutual Water Company (Water Purveyors) provide potable water to majority of the community. The service areas for the water purveyors are shown in Figure 1. Additionally, there are numerous private agricultural and rural residential wells that also pump from the Basin. Table 1 below provides an

overview of the production and demand for the purveyors and private pumpers in the Basin for 2020 and estimated demand at Buildout (based on population and demand estimates from the 2009 Estero Area Plan).

Table 1. 2020 Basin Production and Buildout Estimated Demand

Description	2020 Production (Acre-Feet) ¹	Buildout Demand Estimate (Acre-Feet)
Los Osos Community Services District	527	2,880 ²
Golden State Water Company	502	
S&T Mutual Water Company	34	
Purveyor subtotal	1,063	
Domestic wells	220	
Community facilities	80	
Agricultural wells	650	
Total Estimated Production	2,010	

The Basin is adjudicated and in 2015 the parties to the adjudication agreed to a Stipulated Judgement and Basin Plan for the management of the Basin. The Stipulated Judgement called for the formation of the Los Osos Basin Management Committee (BMC), which consists of representatives from each of the Water Purveyors and the County of San Luis Obispo (BMC Parties). In 2021, the BMC developed an estimate of the Sustainable Yield for the Basin for 2022 of 2,380 Acre-Feet. While this Sustainable Yield estimate exceeds current production, the BMC established a Basin Yield Metric target production that is 80% of the Sustainable Yield estimate or 1,904 Acre-Feet to account for uncertainty and prevent degradation from seawater intrusion. Additional water conservation measures, implementation of Basin Plan Programs, enhanced use of recycled water and/or importation of supplemental water supplies are needed to achieve the Basin Yield Metric target under current and future conditions.

2. The potential sources of recycled water and a brief summary of the unit processes currently in use at existing treatment facilities.
3. A description of the current disposal/reuse of the wastewater that is proposed to be recycled.

Wastewater Treatment

In 2015 the Los Osos Wastewater Project came online and included the construction of a wastewater collection system and County of San Luis Obispo Water Recycled Facility (WRF). Previously, wastewater treatment and disposal were provided via septic tanks and leach fields or decentralized wastewater treatment facilities. Wastewater collected from the collection system or sewer area of the community is conveyed to the WRF, treated to tertiary treatment standards and distributed to recycled water users and for disposal at five locations throughout the community, see Table 2 below. Figure 2 provides an

¹ Production estimates from 2020 Los Osos Basin Annual Monitoring Report

² Estimated Buildout demand for Basin Plan Area, based on Estero Area Plan

overview of the portion of the community where wastewater is collected and treated at the WRF. There are areas within the Basin that are not connected to the WRF and which continue to utilize septic systems for wastewater treatment and disposal.

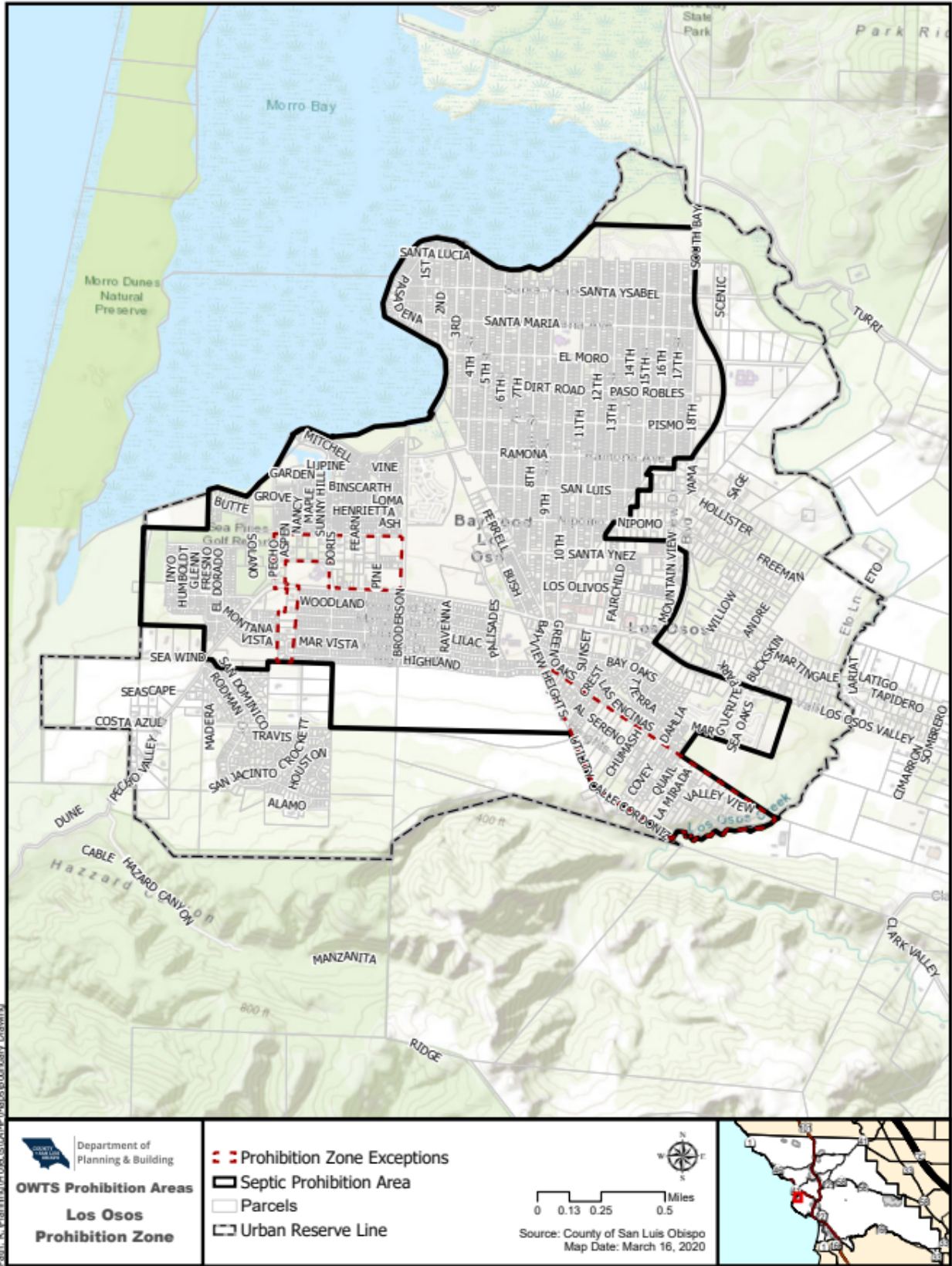


Figure 2. Wastewater Collection Map

The WRF provides wastewater treatment and produces recycled water through primary treatment (settling), secondary treatment (Biological Nutrient Removal) and tertiary treatment (filtration), along with disinfection. The treatment-specific processes include headworks, oxidation ditch, secondary clarification, cloth filtration and chlorine disinfection.

Recycled Water Disposal/Uses

Tertiary treated effluent from the WRF is currently reused or disposed at multiple locations. The primary disposal location is the Broderson Leachfield and the secondary disposal location is the Bayridge Leachfield. Tertiary effluent is also reused for landscape irrigation at the Sea Pines Golf Course, Los Osos Valley Road median (new use in 2021), for construction water and for agriculture irrigation. A breakdown of the disposal/uses of recycled water from the WRF in 2020 is provided in Table 2 below and Figure 3 provides an overview of the WRF disposal and reuse distribution system.

Table 2. 2020 WRF Recycled Water Disposal/Uses

Year	Month	Influent	Disposal (Broderson)	Disposal (Bayridge)	Landscape Irrigation (Sea Pines)	Agricultural Irrigation (Goodwin)	Construction	Discharge/ Recycled Water Delivery Total (AF)
2020	Jan	45.1	41.2	0.0	1.9	0.0	0.0	43.1
2020	Feb	42.1	37.2	0.0	4.3	0.0	0.1	41.6
2020	Mar	47.8	45.8	0.0	3.5	0.0	0.1	49.4
2020	Apr	45.7	35.8	1.0	7.2	0.0	0.1	44.1
2020	May	47.9	33.0	1.1	12.2	0.0	0.0	46.3
2020	Jun	45.8	31.5	1.0	10.4	0.0	0.0	42.9
2020	Jul	47.6	33.2	1.0	10.4	0.0	0.0	44.6
2020	Aug	47.6	37.8	1.0	5.6	0.0	0.0	44.4
2020	Sept	45.6	37.0	0.9	5.7	0.0	0.0	43.6
2020	Oct	46.2	41.6	1.0	2.4	0.0	0.1	45.2
2020	Nov	45.9	41.1	0.9	1.7	0.0	0.0	43.7
2020	Dec	47.1	40.9	1.1	1.7	0.0	0.1	43.8
Total		554.5	456.0	9.0	67.0	0.0	0.6	532.5

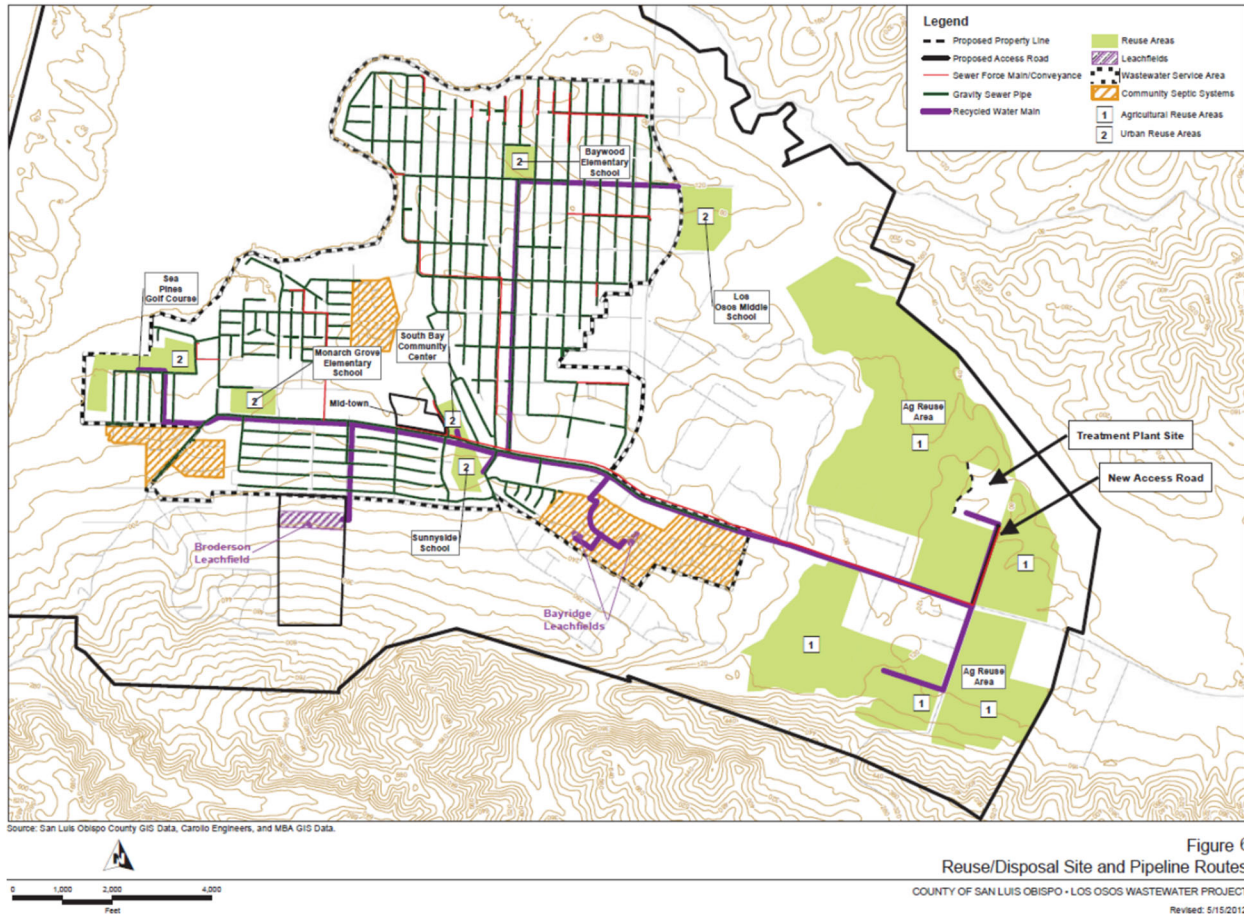


Figure 3. Recycled Water System Overview

The County of San Luis Obispo owns and operates the WRF and manages distribution of the tertiary effluent for reuse and disposal. The Water Purveyors, however, have agreements in place with the County that allows the distribution of recycled water to locations within a specific water purveyor's service area. To be consistent with state law and avoid duplication of service issues, each site remains a customer of their current water purveyor including the rates and charges for recycled water use.

7. A general description of water recycling and fresh/potable water supply alternatives that may be evaluated.

Recycled Water and Supplemental Water Supply Alternatives

The Basin Plan identified numerous Programs/Projects to increase the Sustainable Yield of the Basin to protect against degradation from seawater intrusion and nitrates and to provide water for future growth within the community. It is envisioned that the WRF Study will evaluate the following water supply alternatives listed in Table 3 to improve the BMC's understanding of potential opportunities to improve the sustainability of the Basin.

Table 3. WRFP Study Recycled Water/Water Supply Alternatives

Recycled Water/Water Supply Alternatives	Description
Expanded Non-Potable Reuse	Expansion of the existing non-potable recycled water distribution system to offset potable water deliveries to schools, parks and cemetery
Recycled Water Agriculture Irrigation	Distribution of recycled water to agriculture users to offset groundwater pumping.
Indirect Potable Reuse (IPR) Creek Discharge	Discharge of advanced purified water to Los Osos Creek to enhance groundwater recharge
IPR Injection	Injection of advanced purified water into the lower aquifer of the Los Osos Basin to increase recharge and create a seawater intrusion barrier
Direct Potable Reuse	Delivery of advanced purified water to the drinking water distribution system to offset groundwater pumping
Upper Aquifer Capture and Treatment	Pumping nitrate contaminated upper aquifer water to the collection system for delivery and treatment at the LOWRF to generate additional recycled water
Surface Water Intertie	Interconnection with regional surface water conveyance system to provide access to State Water or other supplies to enable conjunctive use.
Nitrate Treatment	Regional Nitrate Treatment Facility to allow for enhanced use of nitrate contaminated upper aquifer supplies

To facilitate the evaluation of these recycled water/supplemental water supply opportunities identified above, the scope for the WRFP Study includes the development of a transient groundwater model. The current groundwater model for the Basin is steady state only and has a limited ability to run predictive modeling scenarios that account for variable hydrology, climate change impacts, phased project implementation and other time dependent variables that are necessary to adequately analyze the different recycled water alternatives. Development of a transient model will provide an improved toolset for establishing baseline estimates of the sustainable yield for the Basin and for evaluating different recycled water/supplemental water supply opportunities to ensure that the Basin can provide a sustainable water supply for potential future conditions. The Transient Model is a critical tool for allowing the community of Los Osos to understand how to best utilize its recycled water resource to provide a sustainable water supply. It will be used to evaluate and quantify the water supply benefits that each of the recycled water alternatives described above will provide and inform the cost/benefit alternatives analysis that will identify the preferred recycled water alternative for the community.

- 9. A schedule with the start and completion dates of major tasks associated with the study.
- 11. Identification of the entities that will be conducting the study and description of their roles. This may include a description of proposed subcontracts with consultants or interagency agreements with other agencies, and any force account work.

12. Proposed budget for the study, including estimated costs of specific tasks including the recycled water market assessment, alternatives development and analysis, recommended project development, draft and final reports, and quality control.

13. Sources of financing, and sources of funds for cash flow until grant reimbursement.

WRFP Study Overview

Table 4 provides a summary of the anticipated tasks, including budget and schedule estimates, to be included in the WRFP Study.

Table 4. WRFP Study Task Summary

Task	Description	Budget Estimate	Start - End Completion Dates
Project Management	Project Team Meetings, Schedule Management, Invoicing, Technical Advisory Committee Coordination	\$ 20,000	Q3 2022 – Q3 2024
Transient Groundwater Model	Development and calibration of a Transient Groundwater Model to assist with basin understanding, predictive modeling, Basin Plan project implementation analysis, and cost/benefit evaluations for future recycled water projects	\$ 150,000	Q3 2022 – Q4 2023
Scenario Analysis	Utilization of transient model to evaluate benefits of recycled water/supplemental water supply alternatives.	\$ 50,000	Q1 2024
Model Development Peer Review (QA/QC)	3rd Party Hydrogeologist review of development of the model, calibration and scenario analysis	\$ 30,000	Q3 2022 – Q3 2024
Supplemental Supply Alternatives Evaluation	Preliminary engineering analysis, market assessment and development of updated costs estimates for recycled water/supplemental water supply alternatives.	\$ 50,000	Q1 2024
Draft Report	Development of Draft RWFP Study Report for submission to Water Recycling Funding Program.	\$ 20,000	Q2 2024
Report Development	Development of Final RWFP Study Report for submission to Water Recycling Funding Program.	\$ 10,000	Q3 2024
Total		\$ 330,000	
Anticipated WRFP Grant Contribution		\$ 150,000	
Anticipated SLO County Funding Contribution		\$ 150,000	
Anticipated BMC Funding Contribution		\$ 30,000	

The LOCSD, County of San Luis Obispo and the BMC are partnering together on the WRFP Study. The LOCSD will be the lead agency and apply for the WRFP Facilities Planning Grant. To fund the study, the County of San Luis Obispo will enter into a cost reimbursement agreement with the LOCSD to provide \$150,000 of previously budgeted funds for a transient groundwater model for the Basin. These funds will be utilized as match for the WRFP Facilities Planning Grant. It is also anticipated that the BMC will contribute \$30,000 to cover the budget for the Model Development Peer Review task. The LOCSD will

provide any additional funds necessary to complete the project until the grant reimbursement is received.

8. A description of the opportunities for stakeholder participation, for example, public meeting with the local community members, potential recycled water users, and other agencies that have a stake in the study.

10. A list of potential problems that may cause delays of the study and description of the proposed actions to reduce the impact of these potential problems.

Stakeholder Participation

To assist in the completion of the WRF Study, it is envisioned that a technical advisory committee will be formed that will include representatives of each of the BMC Parties along with a Peer Review Hydrogeologist (Technical Advisory Committee). The Technical Advisory Committee will provide the opportunity for key stakeholders to participate in and contribute to the development of the Transient Model and WRF Study. Additionally, the Executive Director of the BMC will provide frequent updates on the status of the WRF Study during BMC Meetings, which are Brown Act Public Meetings. Key deliverables for the WRF Study will additionally be made available for public review and comment through the BMC Meetings.

To mitigate any potential problems or divergence of opinions that could arise during the development of the transient groundwater model, participation of a Peer Review Hydrogeologist and a Technical Advisory Committee were included as part of the development of the WRF Study to build stakeholder and public buy-in for the tools that will be developed and the recommendations that the WRF Study will provide.

14. Proposed Report outline. The applicant should consult Appendix B in the WRF Guidelines for a suggested outline and list of required study subject areas¹.

WRF Study Report Outline

The following is a preliminary outline for the WRF Study Report.

1. Project Area

a. Detailed map(s) showing:

- i. Vicinity.
- ii. Relevant hydrologic (major streams, streams receiving waste discharges), geologic, and topographic features.
- iii. Service Area boundaries.
- iv. Project site and service/study area boundary.
- v. Wholesale and retail water supply entity boundaries within study area and adjacent to study area.
- vi. Wastewater agency boundaries within and adjacent to study area.
- vii. Groundwater basin boundaries,
- viii. Existing recycled water distribution pipelines, storage, and users.
- ix. Each recycled water facilities alternative, showing approximate locations of distribution pipelines, storage, and potential users.

b. Existing land use, trends, and projected land use.

- c. Existing population, trends, and population projections of study area (population projections must be cited from an independent source).
2. Water Supply Characteristics and Facilities
 - a. Description of all wholesale and retail entities.
 - b. All sources of water for study area and description of major facilities.
 - c. Groundwater basins; including quantities extracted by all users, natural and artificial recharge, losses by evapotranspiration, inflow and outflow of basins, and safe yield or overdraft.
 - d. Water quality of groundwater.
 - e. Water use trends, future demands, prices, and costs.
 - f. Sources for additional water and plans for new facilities.
3. Wastewater Characteristics and Facilities
 - a. Description of entities.
 - b. Description of existing facilities, including treatment/reuse processes and schematic(s), design criteria, current capacities, current flows, current water quality characteristics and beneficial uses of the water resources affected by the facility, and the current discharge location(s).
 - c. Wastewater treatment process schematics (existing and proposed) and flows for each stage of treatment (primary, secondary, and tertiary/advanced).
 - d. Description of current system users (% residential, commercial, industrial, etc.).
 - e. Water quality of effluent and any seasonal variation.
 - f. Sources of other problem constituents and control measures.
 - g. Existing water recycling users, quantities, and contractual arrangements.
 - h. Existing water rights for use of treated effluent after discharge.
 - i. Wastewater flow variations, hourly and seasonally.
4. Treatment Objectives for Discharge and Reuse
 - a. Future flow increases or other changes to the influent wastewater characteristics.
 - b. Required water qualities for potential uses.
 - c. Required health-related water qualities or treatment requirements for potential uses, operational and on-site requirements (backflow prevention, buffer zones, dual plumbing, etc.).
 - d. Wastewater discharge or reuse requirements and anticipated changes in requirements.
 - e. Water quality-related requirements of the RWQCB to protect surface or groundwater from problems resulting from recycled water use.
5. Recycled Water Market
 - a. Description of market assessment procedures.
 - b. Definition of logical service area based on results of market assessment.
 - c. Descriptions of all users or categories of potential users, including:
 - i. Type of use;
 - ii. Expected annual recycled water use;
 - iii. Peak use;
 - iv. Estimated internal capital investment required (on-site conversion costs);
 - v. Necessary water cost savings;
 - vi. Desire to use recycled water;

- vii. Date of possible initial use of recycled water;
 - viii. Present and future source of water and quantity of use;
 - ix. Quality and reliability needs; and
 - x. Wastewater disposal methods.
 - d. Summary tables of potential users and related data.
- 6. Transient Groundwater Model Development
 - a. Conceptual Groundwater Model
 - b. Model Calibration
 - c. Recycled Water/Supplemental Supply Scenario Analysis
- 7. Project Alternative Analysis
 - a. Planning and design parameters and assumptions:
 - i. Delivery and system pressure criteria.
 - ii. Peak delivery criteria.
 - iii. Storage criteria.
 - iv. Planning period over which a water recycling project is evaluated.
 - b. Water recycling alternatives to be evaluated:
 - i. Alternative markets:
 - 1. Based on different levels of treatment.
 - 2. Based on geographical area.
 - ii. Treatment alternatives:
 - 1. Alternative levels of treatment.
 - 2. Alternative unit processes to achieve a given level of treatment.
 - 3. Plant treatment process prior to construction.
 - 4. Class of plant prior to and after construction (i.e. Class I, II, III, IV, or V).
 - iii. Pipeline distribution alternatives:
 - 1. Pipeline lengths, diameter, and material.
 - 2. Quantity of service laterals and meters to be installed.
 - iv. Storage alternatives:
 - 1. Location, type, and material.
 - 2. Storage analysis using diurnal flows.
 - v. Pump/lift station alternatives:
 - 1. Provide reason for new pump station and/or upgrades.
 - 2. Describe pump types, proposed well design, and proposed components.
 - c. Non-recycled water alternatives:
 - i. Discussion of other potentially viable new sources of water.
 - ii. Provide economic costs.
 - d. Water conservation/reduction analysis:
 - i. Description of analysis.
 - ii. Impact on recycling, if any.
 - iii. Recommendation.
 - iv. Implementation.
 - e. Pollution control alternatives, if applicable, needed to comply with waste discharge requirements, and possible allocation of costs between recycling and pollution control.
 - f. No project alternative.

- g. Information supplied for each alternative to include, but not be limited to:
 - i. Cost tables for each alternative with breakdown of costs by total capital (without grants), O&M, unit processes, equivalent annual cost, and per acre-foot cost.
 - ii. List of potential users assumed for each alternative.
 - iii. Economic analysis in dollars per acre-foot of recycled water produced or delivered.
 - iv. Water quality impacts:
 - 1. Effect on receiving water by removing or reducing discharge of effluent, including effect on beneficial uses resulting from reduced flow.
 - h. Comparative environmental analysis.
 - i. Comparison of above alternatives and recommendation of specific alternative.
8. Recommended Project
- a. Description of all proposed facilities and basis for selection.
 - b. Preliminary design criteria.
 - c. Cost estimate based on time of construction:
 - i. Selected project alternative total cost.
 - ii. Cost index.
 - iii. Discount rate.
 - iv. Useful life (years).
 - v. Life cycle costs (present worth included O&M costs).
 - vi. Operations and maintenance yearly costs.
 - vii. Replacement costs.
 - d. List of all potential users, quantity of recycled water use, peak demand, and commitments obtained.
 - e. Reliability of facilities as compared to user requirements.
 - f. Implementation plan:
 - i. Coordination with water suppliers, determination of recycled water supplier and needed agreements or ordinances.
 - ii. Tentative water recycling requirements of RWQCB.
 - iii. Water rights impact.
 - iv. Permits required for project implementation.
 - v. Detailed schedule including, but not limited to, notice-to proceed, construction completion, initiation of operations, etc.
 - g. Operational plan - responsible people, equipment, monitoring, irrigation scheduling, etc.
 - h. Description of any key issues to be resolved, particularly items that may significantly impact the project budget or schedule.
9. Construction Financing Plan and Revenue Program
- a. Sources and timing of funds for design and construction.
 - b. Pricing policy for recycled water.
 - c. Costs that can be allocated to water pollution control.
 - d. Annual costs (required revenue) of recycling project.
 - e. Sunk costs and indebtedness.
10. Appendices
- a. Tables of all abbreviations.

- b. Copies of letters of interest or intent from recycled water users, other documentation of support from potential users, or draft letters to potential users regarding interest/intent.
- c. Draft of recycled water mandatory use ordinance or model user contract.
- d. Drafts of necessary agreements, such as wholesale-retail agreement, joint powers agreement, etc.
- e. Hydraulic calculations, model output summaries, other related conclusion supporting information.

LOCSD

PROFESSIONAL SERVICES AGREEMENT

This agreement is made upon the date of execution, as set forth below, by and between _____ (“Consultant”), a _____ consulting firm, and the Los Osos Community Services District (“LOCSD”). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

1.0 GENERAL PROVISIONS

1.01 Term: This agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

1.02 Services : Consultant shall perform the **scope of work (tasks)** described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full.

Consultant shall determine the method, details and means of performing the above-referenced services.

Consultant may, at their own expense, employ such assistants and sub consultants, as Consultant deems necessary to perform the services required of Consultant by this agreement. However, Consultant may not assign this agreement to any other person or entity in the performance of required project-related services, and the LOCSD may not control, direct or supervise Consultant’s assistants or employees in the performance of those services.

1.03 Standard of Performance: Consultant’s services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions in the same or similar locality (the “Standard of Care”). Whenever the scope of work requires or permits approval by the LOCSD, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant or its subcontractors. By delivery of completed work, Consultant represents that the work conforms to the requirements of this contract and all applicable federal, state and local laws, in accordance with the Standard of Care. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

1.04 Compensation: In consideration for the services to be performed by Consultant, LOCSD agrees to pay Consultant monetary consideration for professional engineering services in accordance with the **fee schedule** set forth in **Exhibit A**. The parties agree that total compensation for fees and costs for the services detailed in **Exhibit A**, shall not exceed the sum

of \$ _____, unless and until this Agreement is amended as provided herein.

1.05 Billing/Payment Terms. All charges for Consultant's services and related reimbursable expenses shall be billed monthly, and all undisputed charges will be paid by LOCSD within 30 (thirty) days of receipt. The bills will itemize by date all services and expenses provided for the invoice period under this Agreement including a brief description of the nature of work performed, the person performing or vendor providing them, the applicable billing rate, the time expended. All Consultant service invoices must be approved by the LOCSD General Manager, prior to payment.

2.0 OBLIGATIONS OF CONTRACTOR

201 Contract Management and Service Performance: Consultant Principal shall serve as the project manager and will personally prepare, or direct and supervise the preparation of, all work product called for by this agreement. Consultant represents that it has the qualifications, experience and facilities to properly perform all services hereunder in a thorough, competent, timely, and professional manner in accordance with the Standard of Care and shall, at all times during the term of this Agreement, have in full force and effect all licenses required of it by law. Consultant agrees to devote the hours and the human resources necessary to timely perform the services set forth in this agreement in an efficient, professional, and effective manner, consistent with the Standard of Care.

202 Avoidance of Conflict of Interest. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with LOCSD's business or interfere with the timely performance and completion of Consultant's services under this Agreement.

Consultant shall comply with all conflict of interest laws and regulations including, without limitation, the LOCSD's Conflict of Interest Code (on file in the LOCSD Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the LOCSD pursuant to this Agreement may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant or Consulting Firm to notify the LOCSD of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of the Consultant(s) unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B. _____ (*Consultant initials*)
- B. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the LOCSD, and there is substantial likelihood that the Consultants work product will be

presented, either written or orally for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the LOCSD's Conflict of Interest Code.

203 Tools and Instrumentalities: Consultant shall provide all tools and instrumentalities to perform the services under this agreement.

204 Workers' Compensation and Other Employee Benefits: LOCSD and Consultant intend and agree that Consultant is an independent contractor of LOCSD and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other LOCSD-sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify LOCSD for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

205 Indemnification:

Consultant agrees to defend, indemnify and hold District and County, their elected officials, officers and employees harmless from any and all claims, damages, losses, or liabilities to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights of or obligations of indemnity which would otherwise exist to the parties to this Agreement.

206 Insurance: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement

3.0 OBLIGATIONS OF LOCSD

3.01 Cooperation: LOCSD agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement. LOCSD employees, agents and officers of the LOCSD agree to disclose all information relevant to this project to Consultant.

4.0 TERMINATION OF AGREEMENT

4.01 Termination Notice: Notwithstanding any other provision of this agreement, any party hereto may terminate this agreement, at any time, without cause, by giving at least 30 (thirty) days' prior written notice to the other parties to this agreement.

4.02 Termination on Occurrence of Stated Events: This agreement shall terminate automatically on the occurrence of any of the following events:

- a. Sale of the business of any party;

- b. The end of the 30 (thirty) days as set forth in section 4.01;
- c. End of the contract to which Consultant's services were necessary; or
- d. Assignment of this agreement by Consultant without the consent of LOCSD.
- e. Death of any party.

4.03 Termination by any Party for Default: Should any party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party, at its option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

4.04 Termination: This agreement shall terminate on [REDACTED], 202X unless earlier extended as set forth in this Section. The LOCSD, with the agreement of Consultant, is authorized to extend the term of this agreement beyond the termination date, as needed, under the same terms and conditions as set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

5.0 SPECIAL PROVISIONS

501 Additional Tasks as May Be Assigned by the LOCSD General Manager: Prior to initiating any Consultant work on matters relating to Optional Tasks, or other additional services as agreed to between LOCSD and Consultant, it shall be the responsibility of Consultant to obtain written approval of the LOCSD General Manager, prior to initiation of such tasks.

502 Time Schedule: Consultant is to begin work upon receipt and execution of LOCSD contract. It is contemplated that most of the services hereunder, including but not limited to preparation, public and agency review, and submission of the study documents to the General Manager and LOCSD Board of Directors and/or to the Executive Director of the Basin Management Committee and its Directors for approval, will be completed on or before _____, 2022. **TIME IS OF CARDINAL IMPORTANCE TO THIS CONTRACT.** Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in **Exhibit A** and incorporated herein.

503 Work Outside Contract Scope: No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manger may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

504 Confidentiality:

- (a) Confidential Nature of Information. Consultant shall treat all information obtained from the LOCS, the Basin Management Committee (BMC Parties) and the San Luis Obispo County Flood Control and Water Conservation District (FCD) in the performance of this contract as confidential and proprietary to the LOCS, BMC Parties and FCD. Consultant shall treat all records and work prepared or maintained by Consultant in performance of this contract as confidential. As definition, BMC Parties include Golden State Water Company, S&T Mutual Water Company, the County of San Luis Obispo and LOCS.
- (b) Limitation on use and disclosure. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the LOCS and BMC Parties, or obtained from the LOCS, BMC Parties or FCD or obtained as a consequence of the performance of work to any person other than the LOCS, the BMC Parties or FCD, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the LOCS, BMC Parties or FCD, as appropriate depending on the nature of the information.
- (c) Security Plan. If requested by the Contract Manager, Consultant shall prepare a security plan to assure that information obtained from the LOCS, the BMC Parties or the FCD or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant shall advise the LOCS, the BMC Parties and the FCD of any request for disclosure of information or of any actual or potential disclosure of information.
- (d) Survival. Consultant's obligations under this paragraph shall survive termination of this contract.
- (e) FCD Groundwater Level Information. The County Public Works Department (County PW Department), as a department managed and staffed by ex officio officers and employees of the FCD and as an administrative division of the County, has in its custody well level information (confidential well information) provided to the County PW Department by certain private well owners subject to confidentiality agreement (confidentiality agreements). The confidentiality agreements restrict public access to confidential well information but permit such information to be transmitted to other governmental agencies, including, but not limited to, the County, and to consultants retained by the District or other governmental agencies for use in reports, studies, publications and updates subject to certain conditions and use limitations. It is anticipated that confidential well information will be helpful and / necessary to completion of the services hereunder, and without limiting the foregoing provisions of this Section 5.04, Consultant acknowledges that any information designated by the County or the FCD as confidential well information and provided to the Consultant shall be protected by the Consultant from unauthorized use and disclosure consistent with the confidentiality agreements and shall not be made available to any individual, organization, or agency without the prior written consent of the County and / or the FCD. In addition, and without limiting its obligations hereunder, Consultant agrees to enter into an Acknowledgement of Confidentiality Agreement with the FCD and / or County whereby it agrees to keep the confidential well information confidential and to indemnify the County and / or the FCD from any unauthorized disclosure.

6.0 MISCELLANEOUS

6.01 Notices: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement, the BMC Parties or the FCD shall be in writing and delivered or, in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, to the following address for each respective party:

PARTY	ADDRESS
TO: LOCSD	LOCSD 2122 9 th Street Suite 102 Los Osos, CA 93402 Attention: General Manager

Copy to: Thomas D. Green
LOCSD Attorney
Adamski Moroski Madden
Cumberland & Green LLP
PO Box 3835
San Luis Obispo, CA 93403-3835

TO CONSULTANT:

6.02 Governing Law: This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time, should any need for interpretation of this agreement or any decision or holding concerning this agreement arise.

6.03 Binding Effect: This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as consent by LOCSD to any assignment of this agreement or any interest in the agreement.

6.04 Remedies: The remedies set forth in this agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.05 Due Authority: The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.06 Ownership of Work Product: Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the LOCSD, provided Consultant has been paid all outstanding invoices owing under this Agreement. Consultant agrees that all copyrights, which arise from creation of the work pursuant to this contract, shall be vested in the LOCSD and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the LOCSD, upon payment of all invoices owing to Consultant under this Agreement. LOCSD acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to

circumstances not contemplated by the scope of work.

6.07. Integration and Modification: This contract represents the entire understanding and agreement of the LOCS and Consultant as to those matters contained herein. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the LOCS and Consultant.

6.08. Advice of Counsel: The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

6.09. Independent Review: Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

6.10. Attorney Fees: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach hereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.11 No waiver: The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.12. Assignment: This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement, giving rise to a right to terminate as set forth in Section 4.03.

6.13. Time for Performance: Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause, except financial inability, which is the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused: provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement of the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.14 Severability: Should any provision of this agreement be held by a court of competent

jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.15. Construction: The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provision to which they relate.

6.16. Amendments: Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this agreement.

6.17. Signatures: The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

6.18. Compliance with Grant Agreement:

Consultant acknowledges and agrees that this agreement is subject to the obligations and limitations imposed on LOCSD by the Grant Agreement between the LOCSD and the State Water Resources Control Board (State Board) for a Water Recycling Funding Program Planning Grant attached hereto as Exhibit [redacted] and incorporated herein by this reference (Grant Agreement) and all future amendments thereto. Without limiting the provisions of Section 4.0, Consultant further acknowledges that if the Grant Agreement is terminated by the State Board, the LOCSD shall have the additional right to immediately terminate or amend this agreement by giving written notice. Consultant hereby expressly agrees to the provisions of the Grant Agreement and to take all actions (and provide all information) necessary for the LOCSD to satisfy its obligations under the Grant Agreement. Consultant further agrees that the LOCSD has the right to enter into amendments to the Grant Agreement and that the LOCSD shall not be restricted or impaired, in any way, by this agreement. Without limiting the foregoing, Consultant expressly agrees as follows (regardless of the dollar amount of this agreement or any subconsultant or subcontractor contract):

A. Consultant agrees to maintain all books, records and other documents pertinent to the Work performed pursuant to this agreement in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the LOCSD and the State at any and all reasonable times.

B. All records of Consultant or its subcontractors shall be preserved for at least three (3) years after final payment. This provision shall not be construed as shortening any retention periods set forth in the body of this agreement.

C. Consultant acknowledges that individuals working on behalf of Consultant on the Work described herein may be required by the State to file a Statement of Economic Interest (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D. By signing this agreement, Consultant hereby certifies, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free

Workplace Act of 1990 (Government Code Section 8350 et seq.) and has or will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following: (a) the dangers of drug abuse in the workplace; (b) Consultant's policy of maintaining a drug-free workplace; (c) any available counseling, rehabilitation, and employee assistance programs; and (d) penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

3. Provide, as required by Government Code Section 8355(c) that every employee, contractor, and/or subcontractor who works under this agreement will (a) receive a copy of the Consultant's drug-free policy statement and (b) agree to abide by the terms of Consultant's conditions of employment, contract, or subcontract.

E. Consultant acknowledges that the LOCS and State shall have the right to inspect the work being performed (including any work performed by subcontractors) at any and all reasonable times during the term of the Grant Agreement.

F. During the performance of this agreement, Consultant and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Consultant, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement, if any.

G. Without limiting the coverage required by Section 2.06 of this agreement, Consultant affirms that it is aware of the provision 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 Consultant affirms that it will comply with such provisions before commencing the performance of the Work under this agreement and will make its contractors and subcontractors aware of this provision.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

Consultant:

Date: _____

By: _____

LOCSD:

Date: _____

By: _____
Ron Munds, General Manager

APPROVED AS TO FORM:

LOCSD Attorney:

Adamski Moroski Madden Cumberland & Green LLP

Date: _____

By: _____
Thomas D. Green
LOCSD Attorney

ATTEST:

, LOCSD
Administrative Services Manager

EXHIBIT A

SCOPE OF WORK,

FEE SCHEDULE

&

PROJECT SCHEDULE

EXHIBIT A-1

CONSULTANT FEES/COMPENSATION

EXHIBIT A-2

CONSULTANT PROPOSAL DATED _____

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If the existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to LOCSD in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to LOCSD.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol I (Any Auto) or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to LOCSD and the County of San Luis Obispo (County) for injury to employees of Consultant, sub consultants or others involved in the Work. The scope of coverage provided is subject to approval of LOCSD following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or

omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of the insured and must include a provision establishing the insurer duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M Best rating of A- or better and a minimum financial size VII

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and LOCSD agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insureds LOCSD and County, their officials, employees using standard ISO endorsement No. CG 2010 or equivalent. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against LOCSD and County regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the LOCSD, County or their operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to LOCSD and County and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the LOCSD and County, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the County and LOCSD's protection without prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to LOCSD and County at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage

is provided, LOCSD and County have the right, but not the duty, to obtain any insurance they deems necessary to protect their interests under this or any other agreement and to pay the premium. Any premium so paid by LOCSD or the County shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at LOCSD or County option.

8. Certificate(s) are to reflect that 30 day notice to LOCSD and the County of any cancellation of coverage, 10- day notice for non-payment of premium, will be provided.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to LOCSD and the County.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to LOCSD for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to LOCSD. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the LOCSD and the County. At that time the LOCSD and County shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The LOCSD and County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the LOCSD will negotiate additional compensation proportional to the increased benefit to LOCSD and County.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of LOCSD or County to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on LOCSD nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as LOCSD and County, or its

employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until LOCS and County executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the Term of this Agreement has been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to LOCS and County within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to LOCS and the County, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge LOCS, the County or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to LOCS or the County. It is not the intent of LOCS or the County to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against LOCS or the County for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to LOCS and the County of any claim or loss against Consultant arising out of the work performed under this agreement. LOCS assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve LOCS or the County.