



PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111
Fax (661) 947-8604
www.palmdalewater.org

Board of Directors

ROBERT E. ALVARADO
Division 1

GORDON G. DEXTER
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN
Division 4

STEVE R. CORDOVA
Division 5

LAGERLOF, SENECA, GOSNEY & KRUSE LLP
Attorneys



March 18, 2013

***Agenda for a Meeting
of the Water Supply & Reliability Committee of the Palmdale Water District
Committee Members: Gordon Dexter-Chair, Gloria Dizmang
to be held at the District's office at 2029 East Avenue Q, Palmdale***

Friday, March 22, 2013

3:00 p.m.

NOTE: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale. Please call Dawn Deans at 661-947-4111 x1003 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

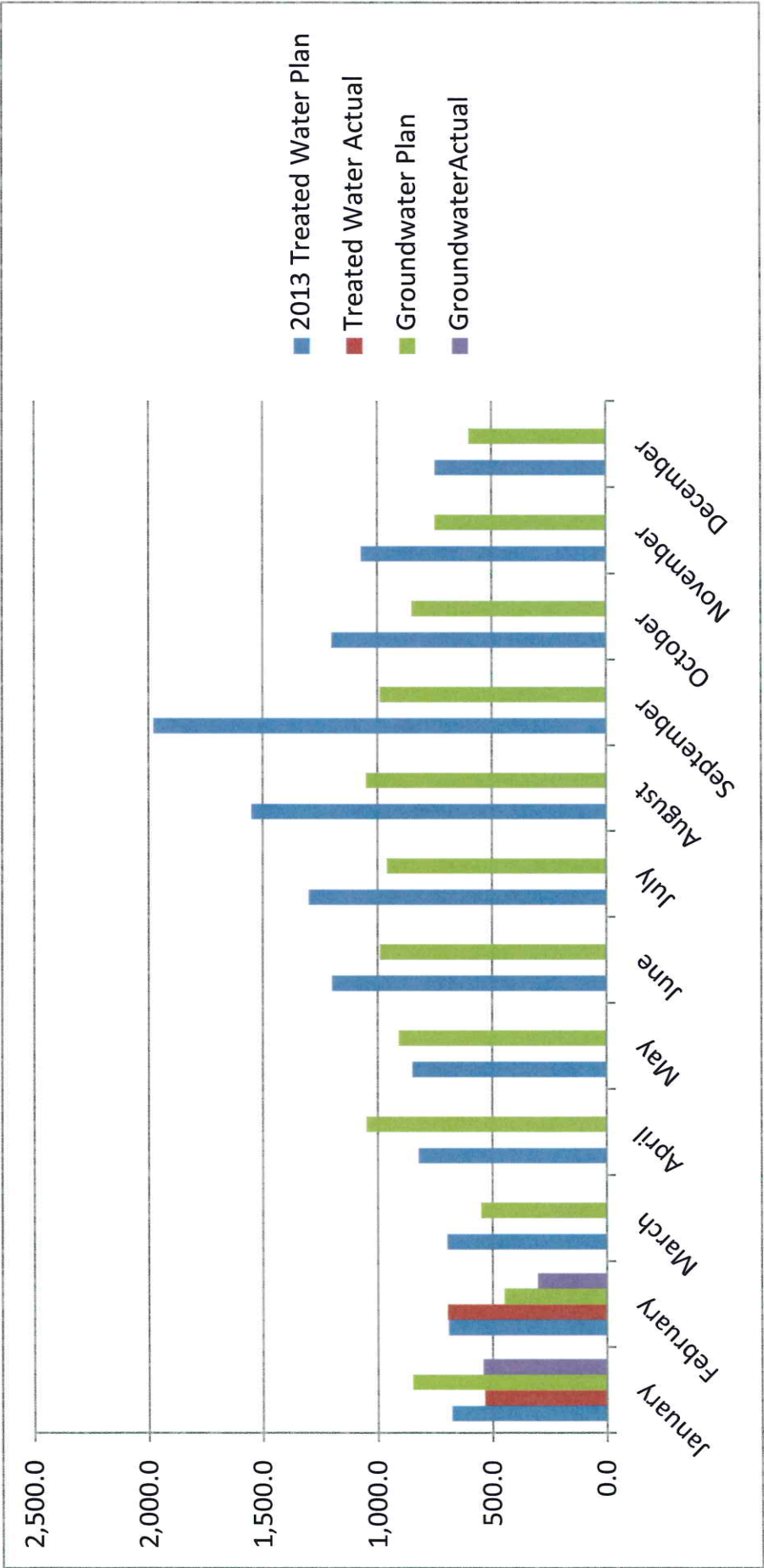
Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Roll call.
- 2) Adoption of agenda.
- 3) Public comments.
- 4) Action Items: (The public shall have an opportunity to comment on any action item as each item is considered by the Committee prior to action being taken.)

- 4.1) Consideration and possible action on approval of minutes of meeting held February 15, 2013.
- 4.2) Presentation of monthly water demand and supply status. (Water & Energy Resources Manager Pernula)
- 4.3) Discussion of the District's water banking opportunities. (Chair Dexter)
- 4.4) Status on the operations of the State Water Project. (Water & Energy Resources Manager Pernula)
- 4.5) Consideration and possible action on awarding a Professional Services Agreement to conduct a Water Supply Fee analysis based on the adopted Strategic Water Resources Plan. (\$23,851.00 – Budgeted – Engineering Manager Knudson)
- 5) Project updates.
 - 5.1) Palmdale Recycled Water Authority. (General Manager LaMoreaux)
 - 5.2) Water purchase opportunities. (Water & Energy Resources Manager Pernula)
 - 5.3) Littlerock Dam Sediment Removal Project. (Engineering Manager Knudson)
- 6) Information items.
- 7) Board members' requests for future agenda items.
- 8) Adjournment.


DENNIS D. LaMOREAUX,
General Manager

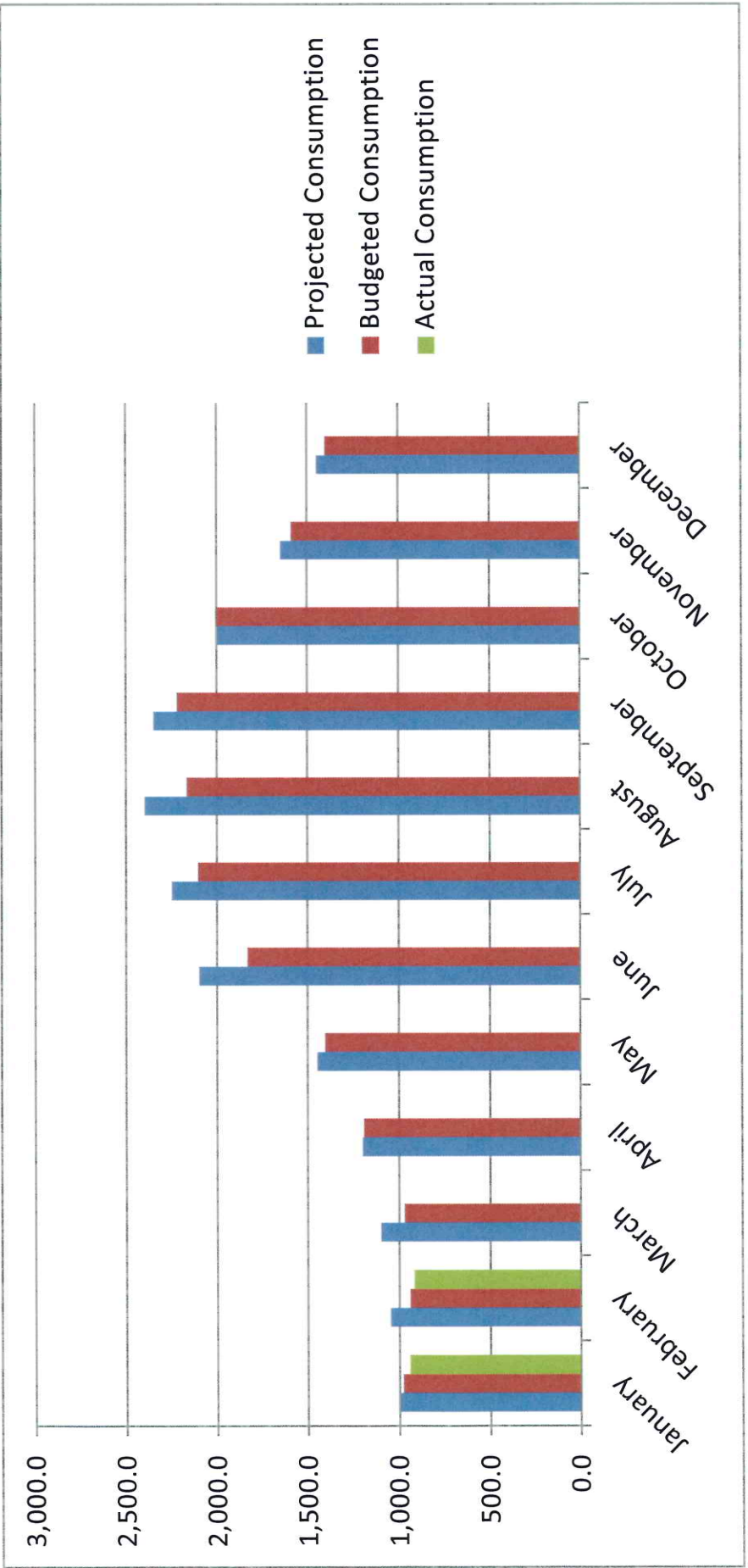
DDL/dd



2013

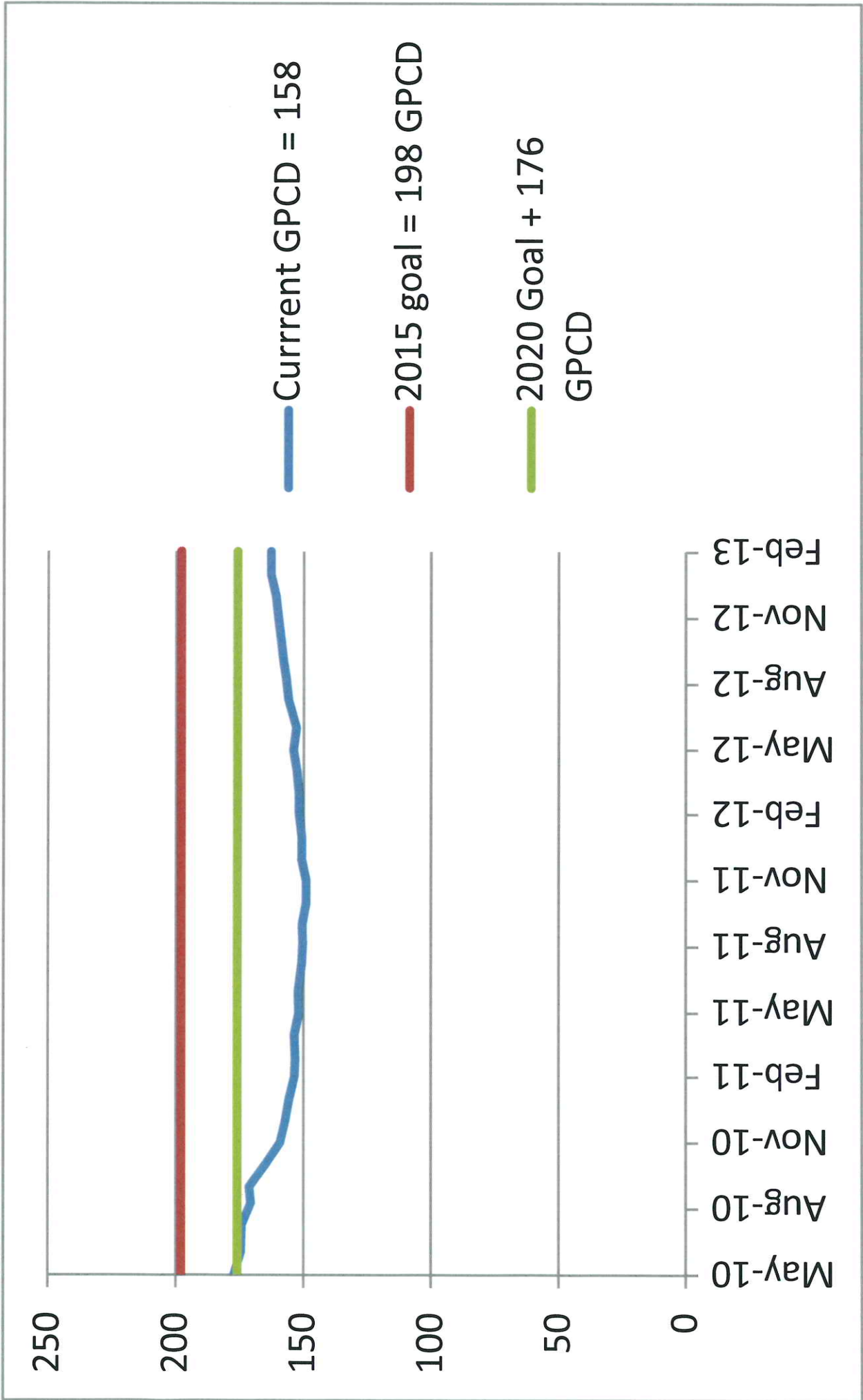
MONTHLY TOTALS					
MONTH	TOTAL af	SW af	GW af	SW %	GW%
January	1,076.7	534.50	542.2	49.64%	50.36%
February	1,001.3	697.60	303.7	69.67%	30.33%
March	0.0	0.00	0.00		
April	0.0	0.00	0.00		
May	0.00	0.00	0.00		
June	0.00	0.00	0.00		
July	0.00	0.00	0.00		
August	0.00	0.00	0.00		
September	0.00	0.00	0.00		
October	0.00	0.00	0.00		
November	0.00	0.00	0.00		
December	0.00	0.00	0.00		

Running Averages	SW	GW
January	49.64%	50.36%
Jan. thru February	59.66%	30.33%
Jan. thru March	59.66%	40.34%
Jan. thru April	0.00%	0.00%
Jan. thru May	0.00%	0.00%
Jan. thru June	0.00%	0.00%
Jan. thru July	0.00%	0.00%
Jan. thru August	0.00%	0.00%
Jan. thru September	0.00%	0.00%
Jan. thru October	0.00%	0.00%
Jan. thru November	0.00%	0.00%
Jan. thru December	0.00%	0.00%

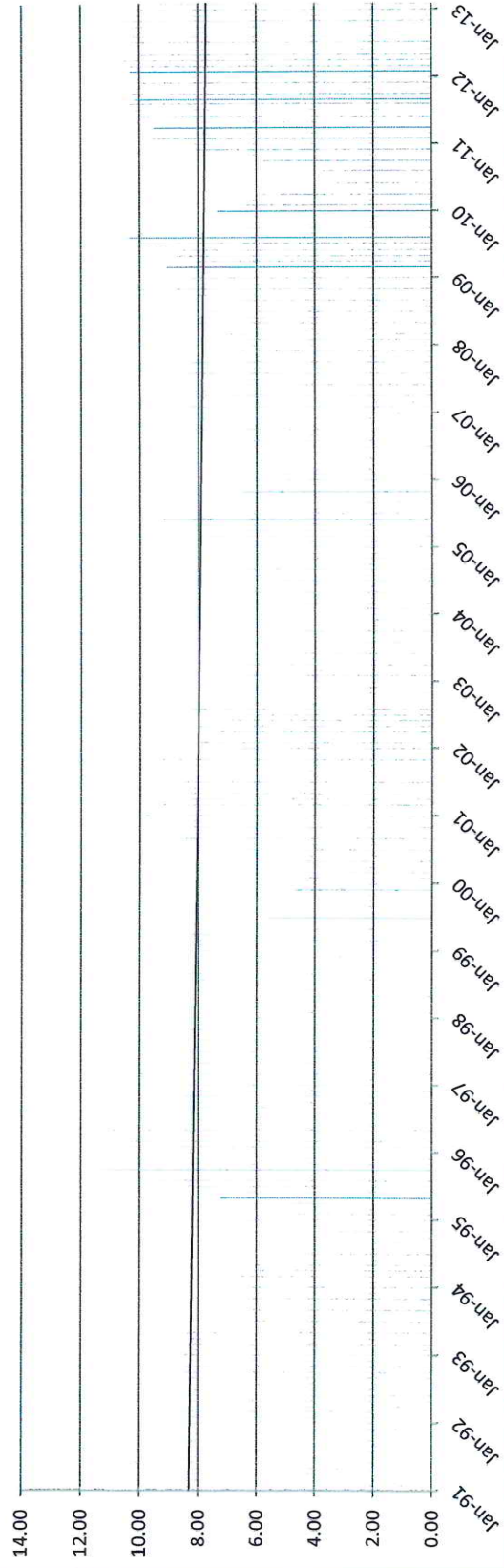


2013

	PROJECTED	BUDGETED	ACTUAL
January	1,000.0	979	944
February	1,050.0	941	918
March	1,100.0	970	0
April	1,200.0	1,191.5	0
May	1,450.0	1,405.0	0
June	2,100.0	1,830.7	0
July	2,250.0	2,104.6	0
August	2,400.0	2,165.7	0
September	2,350.0	2,219.2	0
October	2,000.0	2,002.1	0
November	1,650.0	1,588.3	0
December	1,450.0	1,402.5	0
Totals	20,000.0	18800.1	1,862
		17800	
Running total	2,050.0	1919.9	1,862



12 MONTH WATER LOSS %



12 MONTH WATER LOSS %

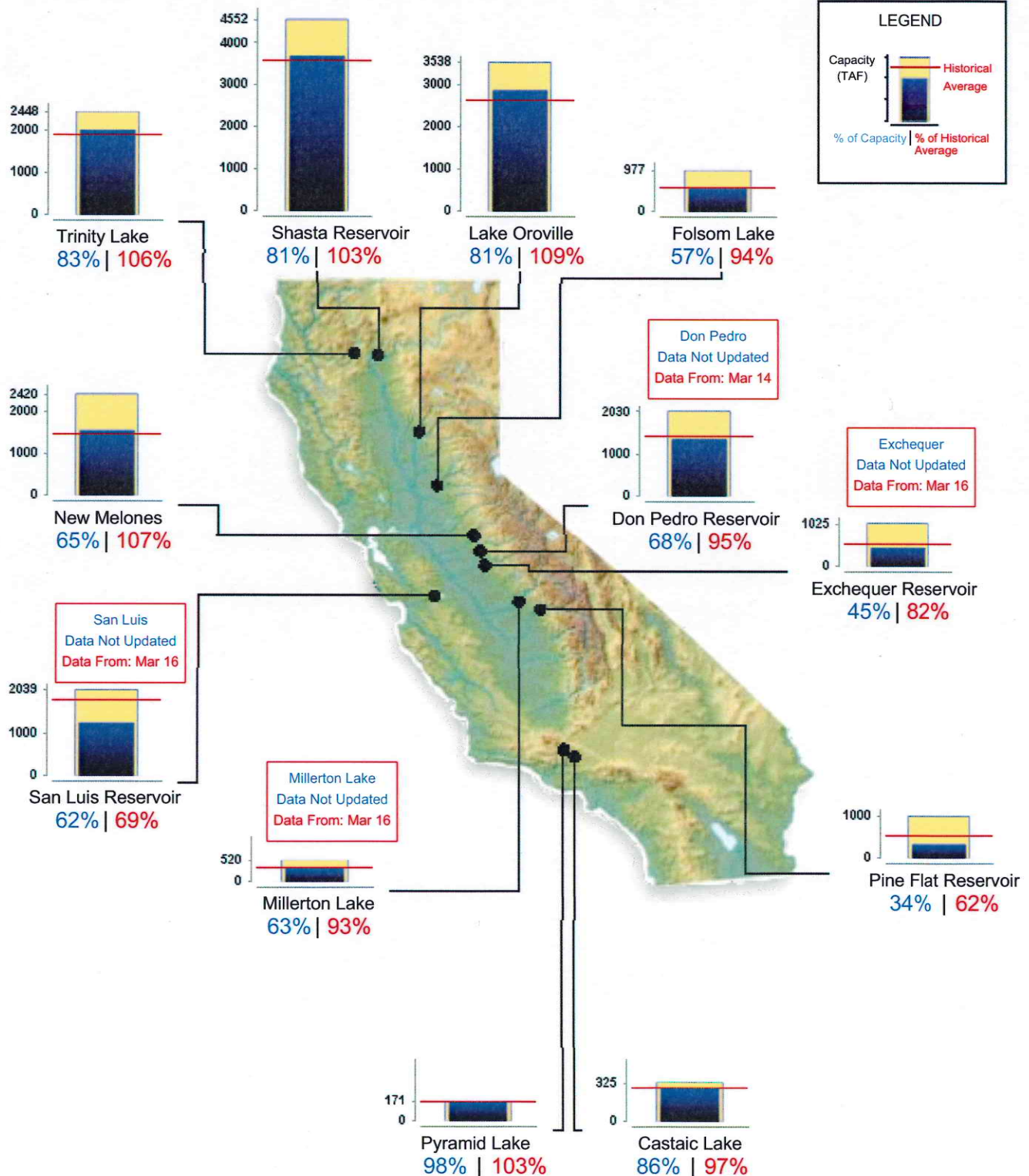
Linear (12 MONTH WATER LOSS %)



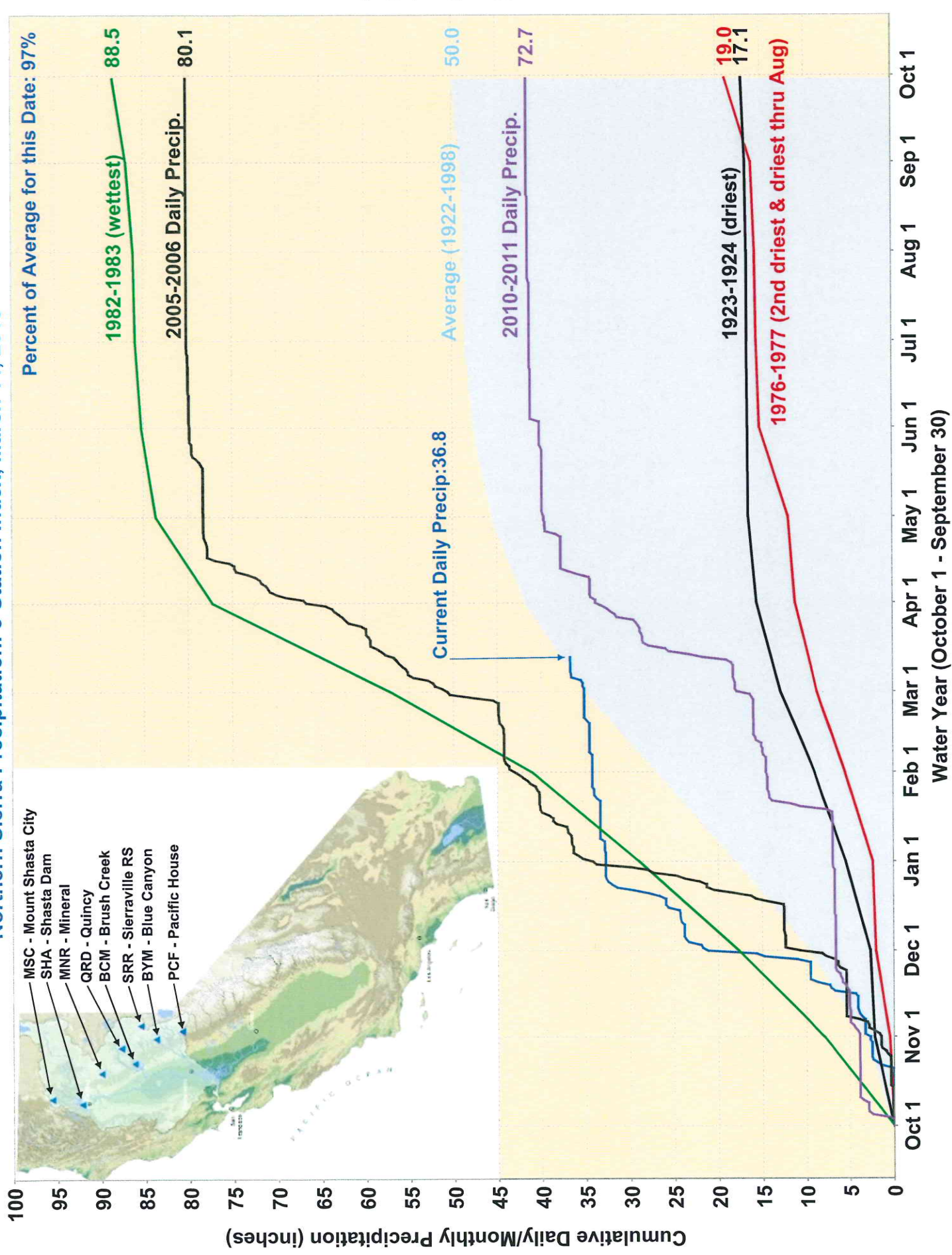
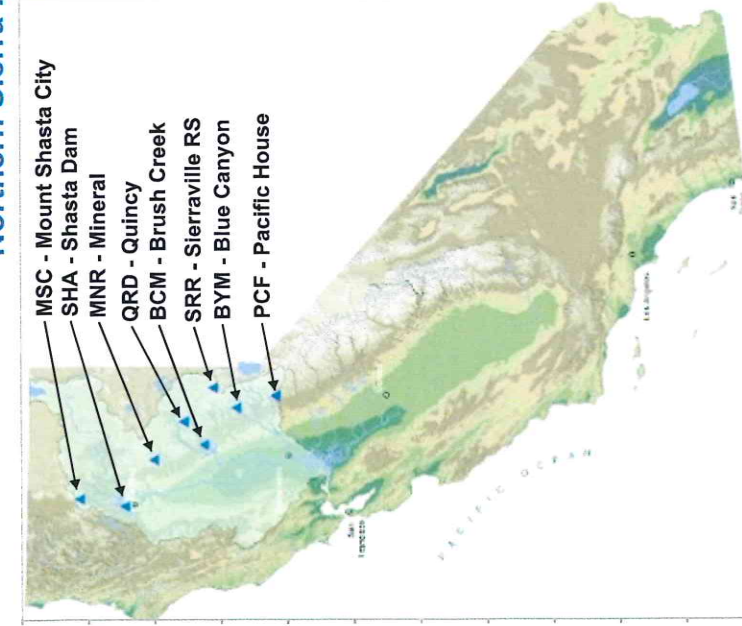
Reservoir Conditions

Ending At Midnight - March 17, 2013

CURRENT RESERVOIR CONDITIONS



Northern Sierra Precipitation: 8-Station Index, March 14, 2013



Total Water Year Precipitation

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: March 18, 2013 **March 22, 2013**
TO: WATER SUPPLY & RELIABILITY COMMITTEE **Committee Meeting**
FROM: Mr. Matthew R. Knudson, Engineering Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 4.5 – CONSIDERATION AND POSSIBLE ACTION
ON AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
CONDUCT A WATER SUPPLY FEE ANALYSIS BASED ON THE
ADOPTED STRATEGIC WATER RESOURCES PLAN. (\$23,851.00 –
BUDGETED)***

Recommendation:

Staff recommends awarding a Professional Services Agreement to Carollo Engineers, Inc. (Carollo) in the not-to-exceed amount of \$23,851.00 to conduct a Water Supply Fee analysis based on the adopted Strategic Water Resources Plan.

Background:

The District has prepared a Strategic Water Resources Plan (SWRP) to establish guiding objectives and identify necessary steps in order to meet the projected future needs of its customers. Over the next 25 years, the population residing within the District's current service area is expected to more than double. Correspondingly, anticipated supply needs to meet the water demands of these customers is expected to increase. The District has a number of water resource options available to it in order to meet these needs. These include imported water, groundwater, local runoff, recycled water, conservation and water banking. To understand where the District should be placing emphasis, the District has developed the SWRP that considered all the different options available to it, evaluated these options with respect to a variety of factors including cost, reliability, flexibility, implement ability and sustainability.

In order to fund the costs of facilities and acquisitions of new water supplies, the principals followed by the SWRP are as follows:

- New customers establishing new connections must pay for new supplies and the infrastructure to deliver those supplies. This includes funding new imported water acquisition, recharge and recovery facilities, and recycled water facilities.

WATER SUPPLY & RELIABILITY COMMITTEE

VIA: Mr. Dennis D. LaMoreaux, General Manager

March 18, 2013

- Current and future customers must pay for reliability of current supply up to budgeted allotments for indoor and outdoor usage. This would include the costs of improvements to maintain Littlerock Reservoir, of PWD's share of improvements to the Delta, and of improvements needed to meet water quality standards.
- Those customers choosing to use more than their allotment need to contribute more to help fund water reliability projects including conservation and recycling.
- Current and future customers are to pay for all O&M costs as well as fixed costs of existing systems.

On February 26, staff distributed the attached Request for Proposals (RFP) to Black & Veatch, Carollo Engineers, and RMC. The District received three proposals, and a summary of proposal evaluations is as follows:

Area of Evaluation	Points Possible	Black & Veatch	Carollo	RFC/RMC
Completeness of the Proposal	20	20	20	20
Company qualifications	20	17	20	18
Evaluation of experience	20	15	17	15
Capability to meet District requirements	40	38	40	35
Total:	100	90	97	88
Fee:		\$24,370	\$23,851	\$39,879

All three consultants proposed schedules show completing this work by the end of June, 2013.

Strategic Plan Element:

Strategic Goal 2.1 - Ensure adequate water supply for existing and future customers

Budget:

The approved 2013 Budget includes \$25,000 under Inclusion No. PL06 for the Strategic Water Resources Plan – Water Supply Fee Policy.

Supporting Documents:

- Proposals received from Black & Veatch, Carollo, and Raftelis/RMC
- Request for Proposals (RFP) prepared by staff

March 13, 2013

Mr. Matthew Knudson, Engineering Manager
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Subject: Proposal to Provide Professional Consulting Services for a Water Supply Fee Analysis

Dear Mr. Knudson:

Carollo Engineers, Inc. (Carollo) is pleased to provide the Palmdale Water District (District) with this proposal to provide support for establishing a water supply fee. We understand that the development of such a fee is an important undertaking in many ways—it must follow legal requirements, provide sufficient funds to meet the District's future water supply needs, and be prepared with the necessary transparency and input from stakeholders. In addition, the District's proposed fee will need to integrate and support the District's existing rate and connection fee programs as well as financing program developed by the newly established Palmdale Recycled Water Authority (i.e., joint powers authority between the City of Palmdale and the District).

To meet these needs, as well as the District's proposed schedule for the fee analysis, Carollo's approach is to use a team with not only more than 20 years of experience in developing water rate and fees programs, but also first hand experience with establishing water supply fees in the Antelope Valley and with preparing the supporting document upon which the water supply fee will be based. With such experience, our team is more readily equipped than any other firm to meet the needs of the District for this Water Supply Fee Analysis.

We look forward to your review of our proposal. If you have any questions, please feel free to contact me (213-500-9911 or twest@carollo.com) or our study lead Pierce Rossum (714-788-0804 or prossum@carollo.com).

Sincerely,

CAROLLO ENGINEERS, INC.



Tom West, P.E.
Vice President

TEW:alh

Enclosures

E. PROJECT FEE AND SCHEDULE

Palmdale Water District Water Supply Fee Analysis










Task	Tom West, PIC	Pierce Rossum Study Lead	Robb Grantham	Dave Rydman	Inge Wiersema Technical Advisor	Analyst	Labor Cost	Expenses*	PECE	Total
	\$ 249	\$ 176	\$ 249	\$ 249	\$ 249	\$ 107			\$ 9.90	
1) Project Kick-off and Data Collection	2.0	4.0	-	-	-	2.0	\$ 1,416	\$ 200	\$ 79	\$ 1,695
2) Cost Assumptions & Model Development	1.0	8.0	2.0	4.0	2.0	4.0	4,077	-	207	4,284
3) Cost-of-Service Analysis	2.0	10.0	4.0	2.0	1.0	6.0	4,643	-	247	4,890
4) Cost-Benefit Nexus and Fee Design Analysis	2.0	10.0	4.0	2.0	1.0	6.0	4,643	-	247	4,890
5) Develop Draft and Final Water Report	1.0	8.0	2.0	-	-	4.0	2,583	510	148	3,241
6) Review Meeting	2.0	4.0	-	-	-	2.0	1,416	200	79	1,695
7) Public Presentation	4.0	8.0	-	-	-	2.0	2,618	400	138	3,156
Total	14.0	52.0	12.0	8.0	4.0	26.0	\$ 21,396	\$ 1,310	\$ 1,145	\$ 23,851

* Includes travel and reproduction costs -


(7 hard copies of draft report, 7 hard copies of final screen check, and 20 hard copies and 20 CDs of final documents)


Schedule


The RFP identifies adoption of the Water Supply Fee by July 1, 2013 and Carollo is committed to meeting this schedule. Our proposed schedule of tasks is presented in the time table below.

Task	April	May	June
1) Project Kick-off and Data Collection			
2) Cost Assumptions & Model Development			
3) Cost-of-Service Analysis			
4) Cost-Benefit Nexus and Fee Design Analysis			
5) Develop Draft and Final Water Report			
6) Review Meeting			
7) Public Presentation			

 Draft Report(s)

 District Comments

 Final Report

 Board/Stakeholder Meeting

 Adoption

 Kick-off/Progress Meeting



BLACK & VEATCH
Building a world of difference.

BLACK & VEATCH CORPORATION
300 RANCHEROS DRIVE, SUITE 250 SAN MARCOS, CA 92069
+1 407-419-3575 | KERSTENJR@BV.COM

13 March 2013

Palmdale Water District
Attn: Matthew Knudson, P.E.
Engineering Manager
2029 East Avenue Q
Palmdale, CA 93550

Dear Mr. Knudson:

Black & Veatch Corporation (Black & Veatch) is pleased to have the opportunity to present this response to the Palmdale Water District (District) Request for Proposal (RFP) for Water Supply Fee Study Services.

Black & Veatch recognizes that the goals of the District's water supply fee program are to generate equitable cost recovery for future capital facility funding and to further support the District's disciplined capital improvement planning process. We believe that our proposed approach, work plan and project team will help ensure that these goals will be met.

Black & Veatch develops utility impact fees, such as water supply fees, with a comprehensive financial perspective. A successful financial planning foundation for fee studies requires a broad array of financial and economic expertise. This platform must include knowledge of accounting, operational and capital budgeting, demographic data applications, and debt financing principles. Not only will we work with you to ensure revenue adequacy through the fee structure, but we will develop a cash flow analysis that will demonstrate the financial strength and flexibility of the District's fee program.

Black & Veatch submits our Proposal not simply as an expression of interest, but as a statement of commitment to provide the leadership and resources necessary for the success of this study. If you have any questions regarding our submittal, please do not hesitate to contact our designated Project Manager, Brian Jewett, at 951-575-5249. We appreciate your consideration of our proposal and welcome the opportunity to assist the District.

Very truly yours,
BLACK & VEATCH CORPORATION

John R. Kersten
Vice President

Brian Jewett
Principal Consultant

Project Fee and Schedule

The matrix below provides a detailed breakdown of the estimated hours by task and staff members proposed for this project. Our proposed fee is a fixed fee amount of \$24,370.

PROJECT TEAM MEMBER:	BUI	JEWETT	LAZENBY	MORALES	TOTAL	
	Director, QA/QC	Project Manager	Engineering Advisor	Lead Analyst		
Tasks	Hourly Rate	\$250	\$220	\$200	\$175	Hours Cost
Task 1: Project Initiation/Data Acquisition	-	4	-	4	8	\$1,580
Task 2: Confirm Land Use Data/Forecasts	-	2	-	6	8	1,490
Task 3: Determine Capital Facilities Needs	-	6	2	-	8	1,720
Task 4: Determine the Need for Credits	-	3	-	4	7	1,360
Task 5: Conduct Funding and Cash Flow Analysis	3	10	-	18	31	6,100
Task 6: Prepare Draft Capacity Fee Report	2	15	2	12	31	6,300
Meetings, Final Report and Presentations	-	16	4	4	24	5,020
Total Hours		5	56	8	48	117 \$23,570
Project Expenses						800
Total Fee						24,370

It is understood that, upon notification of your award of the project to Black & Veatch Corporation, both parties agree to use reasonable diligence, to negotiate a mutually acceptable definitive written contract with respect to the work described in this proposal. Based on our experience we are reasonably confident that the contract terms can be negotiated quickly and without any affect on the project schedule. However, until we receive a fully executed, mutually acceptable definitive written contract, Black & Veatch will not perform any work on behalf of Palmdale Water District related to the scope of work proposed herein.

TASK DESCRIPTION	APRIL					MAY				JUNE				JULY		
	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15
Task 1: Project Initiation/Data Acquisition																
Task 2: Confirm Land Use Data/Forecasts																
Task 3: Determine Capital Facilities Needs																
Task 4: Determine the Need for Credits																
Task 5: Conduct Funding and Cash Flow Analysis																
Task 6: Prepare Draft Capacity Fee Report																
Meetings, Final Report and Presentations																

■

 Staff Meeting

□

 District Board Meeting

⌘

 Draft Report

📅

 Final Report



201 S. Lake Avenue
Suite 301
Pasadena, CA 91101

Phone 626 . 583 . 1894
Fax 626 . 583 . 1411

www.raftelis.com

March 11, 2013

Mr. Matthew Knudson
Engineering Manager
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Subject: Proposal for Professional Consulting Services for Water Supply Fee Analysis

Dear Mr. Knudson:

Raftelis Financial Consultants, Inc. (RFC), in association with RMC Water and Environment (RMC), is pleased to submit this proposal to provide professional consulting services for a water supply fee analysis for the Palmdale Water District (District or PWD). We believe that our unique combination of qualifications, resources, experience and local presence will ensure a value-added project that will benefit the District and its customers.

There are many reasons why the RFC team stands out amongst its peers, including:

Depth of Local Resources: We have the largest utility financial practice in California and one of the largest in the nation, and will ensure the project is completed within the District's timeframe.

Experience: In California alone, we have performed hundreds of water/wastewater rate studies. In the past year, RFC worked on more than 250 financial and/or rate consulting projects for over 160 water and/or wastewater utilities in 28 states and the District of Columbia, including more than 75 projects for California utilities.

Industry Leadership: Many of our senior staff members serve as chairs for various committees within American Water Works Association (AWWA) and Water Environment Federation (WEF) and are actively involved in shaping industry standards.

Modeling Experts: RFC has developed some of the most sophisticated yet user-friendly financial/rate models available that allow us to examine different policy options and make decisions quickly by observing their financial/customer impacts in real time.

Knowledge of CA Regulatory Requirements: Government Code Section 66013 governs water supply fees. RFC is thoroughly familiar with this regulation. This regulatory knowledge will ensure that our recommendations account for aspects that are unique to California utilities.

Knowledge of District: Team members are familiar with the financial and technical elements associated with this study through their prior work for the District. This will enable use to hit the ground running and provide efficient services.

Focus: RFC's services are solely focused on providing financial, pricing, and management consulting services to water, wastewater, and stormwater utilities, allowing us to provide objective unbiased recommendations to our clients.

Client Satisfaction: RFC strives to develop strong relationships with each of our clients. We recognize that we have a vested interest in the success of each of our clients. We work collaboratively with our clients during the engagement and provide any necessary assistance after the engagement. Our commitment to client satisfaction is unparalleled, and is evident in the fact that over 75 percent of all studies done are the result of repeat business.

We are proud of the resources and experience that we offer the District, and we welcome the opportunity to be of assistance on this engagement. Please do not hesitate to contact me if you have any questions (626.583.1894 or spardiwala@raftelis.com).

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Sudhir D. Pardiwala, PE

Director of Western Operations / Vice President

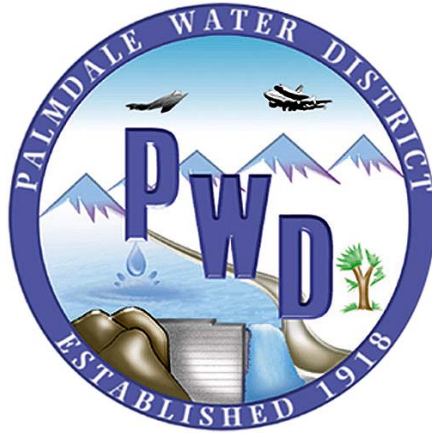
PROJECT FEE AND SCHEDULE

PROJECT FEE

The fees below are based on the Scope of Work included in this proposal, our preliminary understanding of the District's needs and objectives, and the scope of work as described in the District's Request for Proposals (RFP). RFC proposes to complete the Study for a not-to-exceed fee of \$39,879. The proposed fees include four (4) meetings. Additional meetings will be provided on a time-and-materials basis.

The table below details the estimated hours and billing rates for each consultant, as well as the administrative support necessary to complete each task. Expenses include a \$10 per hour technology charge which covers computers, networks, telephones, postage, etc., as well as costs associated with travel.

Task No	Task Descriptions	No of Meetings	Hours Requirements					Total Fees
			SP	BD	FC	Admin	Total	
1	<i>Project Initiation, Administration and Data Collection</i>	1	12	6	10	8	36	\$ 6,800
2	<i>Detailed Review of Master Plans and Other Relevant Data</i>		4	2	24		30	\$ 5,930
3	<i>Policy Workshop with District Staff</i>	1	8	2	12		22	\$ 4,750
4	<i>Development of Water Supply Fee</i>		6	2	20		28	\$ 5,710
5	<i>Nexus Report Development</i>		10	2	24	4	40	\$ 7,730
6	<i>Board Meeting and Public Hearing</i>	2	16		12		28	\$ 6,380
TOTAL ESTIMATED MEETINGS / HOURS		4	56	14	102	12	184	
HOURLY RATES			\$260	\$225	\$185	\$60		
Legend:		Total Professional Fees						\$37,300
SP = Sudhir Pardiwala		Total Expenses						\$2,579
BD = Brian Dietrick, RMC		TOTAL FEES & EXPENSES						\$39,879
FC = Steve Vuoso/Khanh Phan/Bryan Lim								



PALMDALE WATER DISTRICT

REQUEST FOR PROPOSALS (RFP)

FOR

Professional Consulting Services for Water Supply Fee Analysis

Proposals Due: March 13, 2013; 5:00 PM

TABLE OF CONTENTS

- I. Introduction**
- II. Scope of Work**
- III. Schedule**
- IV. Submittal Requirements**
- V. Selection Process**
- VI. Standard Professional Services Agreement**
- VII. Special Conditions**
- VIII. Questions**

Attachment A: RFP Mailing List

Attachment B: Sample Professional Services Agreement

REQUEST FOR PROPOSALS (RFP)
FOR
Professional Consulting Services
for
Water Supply Fee Analysis

I. Introduction

The Palmdale Water District (District) is requesting proposal from qualified consultants to conduct a Water Supply Fee analysis. The intent of this analysis is to independently assess and evaluate the establishment of a Water Supply Fee to fund development of additional water supplies.

The District is located within the Antelope Valley in Los Angeles County, approximately 60 miles north of the City of Los Angeles and 50 miles west of the City of Victorville. The entire District encompasses an area of approximately 140 square miles overlying more than thirty non-contiguous areas scattered throughout the southern Antelope Valley. In addition to the Primary Service Area, there is a federal land area of approximately 65 square miles upstream of Littlerock Dam in the Angeles National Forest.

The District was established in 1918 as the Palmdale Irrigation District. The primary function of the District is to provide retail water service to the central and southern portions of the City of Palmdale and adjacent unincorporated areas of Los Angeles County. Under the provisions of Division 11 of the California Water Code relating to the establishment of irrigation districts, the District has the power to carry out any act to provide sufficient water for present and future beneficial uses, including construction and operation of facilities to store, regulate, divert and distribute water for use within its boundaries. A Board of Directors, elected at large, with one representative from each of the five divisions, governs the District.

The District currently provides potable water to a population of approximately 115,000 people and has approximately 27,600 service connections. The District owns and operates a 35-mgd conventional surface water treatment plant (WTP). The current surface water sources are the East Branch of the California Aqueduct as well as local water from Littlerock Reservoir. Currently both surface water sources supply water to Lake Palmdale which acts as a forebay to the existing WTP. The District also owns and operates 24 groundwater wells. The production ratio within the District is currently 60% surface water and 40% groundwater.

The District has prepared a Strategic Water Resources Plan (SWRP) to establish guiding objectives and identify necessary steps in order to meet the projected future needs of its customers. Over the next 25 years, the population residing within the District's current service area is expected to more than double. Correspondingly, anticipated supply needs to meet the water demands of these customers are expected to increase. The District has a number of water resource options available to it in order to meet these needs. These include imported water, groundwater, local runoff, recycled water, conservation and water banking. To understand where the District should be placing its emphasis, the District has developed the SWRP that considered all the different options available to it, evaluated these options with respect to a variety of factors including cost, reliability, flexibility, implement ability and sustainability.

In order to fund the costs of facilities and acquisitions of new water supplies, the principles followed by the SWRP are as follows:

- New customers establishing new connections must pay for new supplies and the infrastructure to deliver those supplies. This includes funding new imported water acquisition, recharge and recovery facilities, and recycled water facilities.
- Current and future customers must pay for reliability of current supply up to budgeted allotments for indoor and outdoor usage. This would include the costs of improvements to maintain Littlerock Reservoir, of the District's share of improvements to the Delta, and of improvements needed to meet water quality standards.
- Those customers choosing to use more than their allotment need to contribute more to help fund water reliability projects including conservation and recycling.
- Current and future customers are to pay for all O&M costs as well as fixed costs of existing systems.

A copy of the Strategic Water Resources Plan and related EIR are available on the Districts web-site at www.palmdalewater.org/Planning.aspx.

This RFP describes the Project, the required scope of services, the minimum information that must be included in the Proposal, and the selection process. Failure to submit the Proposal in accordance with the procedures outlined may be cause for disqualification.

Upon receiving this RFP, please acknowledge receipt by contacting Mr. Matthew Knudson via e-mail (mknudson@palmdalewater.org). Please provide the correct contact information for your firm/team to ensure prompt communication of addenda or notification of other changes. The District contact information is provided at the end of this RFP in Section VIII: Questions.

II. Scope of Work

The Water Supply Fee analysis is to be performed in conformance with the existing Board and District policies. The selected Consultant will be required to conduct a detailed review of relevant water supply planning documents. The Consultant will be required to review historical information, customer usage statistics and billing data. The recommended Water Supply Fee shall be compliant with Government Code §66000, based upon cost of service principles, and economically supportable. Staff expects the Water Supply Fee analysis to include:

- 1) Review the existing rate and fee structure and the underlying cost assumptions.
- 2) Review the District's Master Plans, Strategic Water Resources Plan, and Urban Water Management Plan and identify the direct costs to be allocated and recovered through the Water Supply Fee.
- 3) Review the District's existing fiscal policies.
- 4) Prepare an equitable and defensible Water Supply Fee in compliance with Government Code §66000, that considers future growth, demands, capital expenditures, and other relevant factors.
- 5) Meet and confer with staff as necessary

- 6) Prepare a report to provide a description of the methodology used for the development of a Water Supply Fee and how it complies with legal requirements and existing board policies.
- 7) Present findings to District Board.

The Consultant will be responsible for preparation of all documentation. It is anticipated that the Consultant will provide the following work products:

- a) Administrative Draft document for staff review – 7 hard copies, one electronic copy
- b) Final screen check document for staff review – 7 hard copies, one electronic copy
- c) Final document for Board and public distribution – 20 hard copies, 20 cd copies
- d) Attendance at public hearings and meetings. At least two public meetings are anticipated.
- e) Display material and copies of necessary documents for all presentations and public hearings.

III. Schedule

The following dates reflect the anticipated schedule for soliciting proposals, selecting the Consultant, and awarding the contract for the work requested in this RFP:

- | | |
|---------------------------|--------------------|
| • Solicit Proposals | 2/27/13 |
| • Proposals Due | 3/13/13 at 5:00 PM |
| • Award Contract | 3/27/13 |
| • Issue Notice to Proceed | 4/3/13 |
| • Kickoff Meeting | 4/9/13 |

In addition to the ability to perform the requested analysis the firm selected must be able to meet an aggressive schedule. It is the District's desire to adopt the Water Supply Fee prior to July 1, 2013.

The District reserves the right to conduct interviews with the Consultants to help with the selection process.

IV. Submittal Requirements

- A. **Basic Qualifications:** Provide basic data relative to firm's size, history, personnel, special expertise and general credits. Individual resumes, awards, associations, etc., may be included.
- B. **Specific Qualifications:** List the team expected to accomplish this work. Describe who will perform the various tasks, the amount of their involvement and responsibilities, and give their qualifications. Provide a list of at least (5) projects, with brief descriptions, which show ability to complete projects of this scope.
- C. **Approach to Project:** Include a statement of your approach to this specific project, including project understanding and scope of work.
- D. **Past Performance:** Submit reference letters from prior clients or client representatives. Letters from projects listed in item B are preferable.
- E. **Project Fee and Schedule:** Submit a project fee in a not-to-exceed amount as well as a project schedule. Include a cost breakdown with an allocation of hours for the specified tasks.

To assist evaluation it is desirable to format the proposal similar to the heading listed above. The proposal should be clear and to the point. **Submit 10 copies** of the proposal.

V. Selection Process

The following areas of evaluation will be used:

Completeness of the Proposal	20%
Company qualifications	20%
Evaluation of experience	20%
Capability to meet District requirements	40%
TOTAL	100%

The District reserves the right to reject any or all proposals, and to waive any informality or minor irregularity in any proposal.

VI. Standard Professional Services Agreement

The Consultant selected for the Project shall be expected to execute the Districts' Standard Professional Services Agreement (included as Attachment B). The selected Consultant shall execute the final agreement within five working days from the Notice of Award.

VII. Special Conditions

- **District's Contractual Rights:** The District reserves the right to cancel, in part or entirely, the Request for Proposals, including but not limited to, selection schedule, submittal date, and submitting requirements.
- **Disclaimer of Right of Contract:** This RFP does not commit the District to award a contract or to defray any costs incurred in the preparation of the Proposal pursuant to this RFP.
- **Costs for Developing Proposal:** Costs for developing proposals are the responsibility of the proposing firms. The District shall not be responsible for any costs associated with the development of proposals.

VIII. Questions

Questions regarding this RFP can be sent to Mr. Matthew Knudson, Engineering Manager via fax at (661) 947-8604 or via e-mail at mknudson@palmdalewater.org. Questions concerning information already contained in the RFP will be answered in writing; questions requiring clarifications or additional information will be addressed in an addendum to this RFP.

Mr. Matthew Knudson
Engineering Manager
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550
p. (661) 456-1018
f. (661) 947-8604
mknudson@palmdalewater.org

ATTACHMENT A

RFP Mailing List

Mailing List

Black & Veatch
Andrew Lazenby
15615 Alton Pkwy, Suite 300
Irvine, CA 92618
949-788-4218 P
949-753-1252 F
lazenbyag@bv.com

Carollo Engineers
Tom West
11620 Wilshire Blvd., 9th Floor
Los Angeles, CA 90025
213-500-9911 P
twest@carollo.com

RMC Water and Environment
Brian Dietrick
2400 Broadway, Suite 300
Santa Monica, CA 90404
310-566-6479 P
310-566-6461 F
bdietrick@rmcwater.com

ATTACHMENT B
Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT NO. _____

between

PALMDALE WATER DISTRICT

and

for the

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as “Agreement,” is made and entered into this _____ day of _____, _____, by and between Palmdale Water District, a public corporation organized and existing under the provisions of the California Water Code, hereinafter referred to as “District,” and _____, a _____, hereinafter referred to as “Consultant.”

2. RECITALS

- 2.1 District requires professional _____ and _____ services in conjunction with _____.
- 2.2 Consultant has demonstrated expertise in various aspects of _____ and _____ and is qualified to provide the professional services required by District.
- 2.3 District and Consultant desire to enter into a contract for the provision of professional services for the _____ as delineated in the Scope of Work attached hereto as Exhibit A, subject to the terms and conditions of this Agreement.

3. AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants hereinafter contained, it is mutually agreed as follows:

- 3.1 District hereby retains Consultant to perform the professional services described in Exhibit A. Consultant agrees to perform such services in a timely and professional manner and with due diligence.
- 3.2 The Project Manager for Consultant shall be _____, who shall manage and direct the technical effort of Consultant and be the Consultant’s liaison with the District.

- 3.3 Consultant, at its sole cost, shall procure and maintain at all times during this Agreement: (a) statutory Workers' Compensation Insurance coverage together with employer's liability coverage of \$1 Million, (b) General Liability Insurance (insuring against bodily injury and property damage) with a minimum coverage of \$1 Million for each occurrence and a \$2 Million aggregate, and naming the District as an additional insured, (c) Automobile Liability Insurance with a minimum coverage of \$1 Million per accident for bodily injury and property damage, and (d) Professional Liability Insurance with a minimum coverage of \$1 Million per claim and annual aggregate.

The policy or policies of insurance so provided shall contain a contractual liability endorsement covering the liability assumed by the Consultant by the terms of this Agreement. The above-referenced insurance policy (or policies) shall be furnished at the Consultant's expense, in a form and with insurance companies authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the District. If Best's is no longer published, comparable ratings must be provided from a service acceptable to District. Such insurance policies shall have provisions providing that insurance furnished thereunder shall be considered primary as to Consultant's services with respect to any policies of insurance maintained by District. Said policy(ies) shall also contain provisions requiring that the coverage cannot be reduced or canceled without giving District thirty (30) days prior written notice.

Before performing any work, Consultant shall furnish certificates of insurance evidencing the foregoing insurance coverage.

- 3.4 Consultant shall indemnify and hold harmless the District, its elected Board, appointed officers, agents, and employees from and against any and all claims, demands, costs, expenses, losses, or liabilities in law or in equity, including, but not limited to injury to or death of any person, and damages to or destruction of property of any person, arising out of:
- a. The wrongful misconduct or negligent acts, errors or omissions of Consultant, so long as such claims, demands, costs, expenses, losses or liabilities do not result from the sole negligence or willful misconduct of District or any of its directors, officers, employees, agents, or volunteers, provided that if such claims, demands, costs, expenses, losses or liabilities arise from the negligence of the District or any of its directors, officers, employees, agents or volunteers (other than its or their sole negligence), then Consultant's obligation hereunder shall be allocated in accordance with comparative negligence principles under California law;
 - b. The violation of governmental laws or regulations, compliance with which is the responsibility of the Consultant.

Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against District or any of its directors, officers, employees, agents, or volunteers in any such suit, action, or other legal proceeding.

Consultant shall reimburse District or any of its directors, officers, employees, agents, or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith.

Consultant's obligation to indemnify shall not be limited to insurance proceeds, if any, received by District or any of its directors, officers, employees, agents, or volunteers.

- 3.5 District shall have the right to terminate this Agreement at any time upon five (5) days written notice to Consultant. In the event of such termination, District shall compensate Consultant through the notice date for services actually performed hereunder in accordance with the rates set forth in Exhibit B, but in no event shall District be obligated to pay more than the maximum compensation set forth in Exhibit B.
- 3.6 District shall pay Consultant the compensation in the amount, time, and manner set forth on the attached Exhibit B.
- 3.7 This Agreement shall not be assigned by Consultant without the written consent of District.
- 3.8 Consultant shall procure, at its expense, all permits required by governmental authorities and shall comply with all applicable local, state and federal regulations and statutes including Cal-OSHA requirements.
- 3.9 Consultant shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Consultant shall forfeit as a penalty to the District, a penalty in such amount as the Labor Commissioner shall determine for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under this Agreement by them or by any sub-consultant under them in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Consultant.
- 3.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age, medical condition, marital status, ancestry, or sexual orientation.

- 3.11 District will make available to Consultant such materials from its files as may be required by Consultant to perform these services. Such materials shall remain the property of the District while in Consultant's possession. Upon termination of the Agreement or completion of work under the Agreement, Consultant shall turn over to the District any District property or materials in its possession and any calculations, notes, reports, electronic files or other materials prepared by Consultant in the performance of these services.

District may utilize any material prepared or work performed by Consultant in any manner, which District deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes or corrections made by District or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

- 3.12 Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under the Agreement without prior written consent of the District.
- 3.13 Consultant shall not publish or use any advertising, sales promotion or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which District's name is used or its identity is implied without prior written approval by the District.
- 3.14 In the event any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.
- 3.15 Written notices shall be deemed to have been given when mailed by the United States mail, postage prepaid, addressed to the parties to this Agreement.
- 3.16 At all times during the term of this Agreement, Consultant shall be deemed to be an independent contractor and not an employee of District.
- 3.17 This Agreement contains the entire agreement between the parties hereto and supersedes any prior or concurrent written or oral agreement between said parties concerning the subject matter contained herein.
- 3.18 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. The parties hereto do hereby consent to the jurisdiction of the California courts in the event any dispute arises in conjunction herewith.
- 3.19 If any provision of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision under other circumstances, shall not be affected thereby and shall remain valid and enforceable.

3.20 The signatories to this Agreement represent that they have the authority to execute this Agreement.

3.21 This Agreement has been prepared jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

The parties hereto have caused this Agreement to be duly executed by its authorized officers.

PALMDALE WATER DISTRICT

By: _____

Its: _____

By: _____

Its: _____

Date: _____

Date: _____