



BCPUD

Bolinas Community Public Utility District

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES



RFP #2025-01



BACKGROUND

The Stinson Beach County Water District (Stinson Water) is requesting proposals from qualified professional engineering firms, with the intent to select one firm (Consultant) to conduct a feasibility study to evaluate options for adapting wastewater infrastructure in the Stinson Beach and Bolinas communities to mitigate Sea Level Rise (SLR) risks, protect public health, and improve coastal resilience. This project aligns with the Ocean Protection Council's (OPC) Strategic Plan by prioritizing increased coastal resilience in the face of climate change, specifically through setting a proactive approach to SLR planning for vulnerable and critical wastewater treatment infrastructure. This project will be grant funded by the OPC.

DESCRIPTION

This study will evaluate the feasibility and conceptual design of a modern, centralized regional wastewater collection and treatment system to improve climate resilience and provide opportunities for cost sharing for the following communities:

- **Stinson Beach**: All residential and commercial properties rely on onsite wastewater treatment systems (OWTSs), regulated by the Stinson Water. There are a total of approximately 750 OWTSs in Stinson Beach.
- **Bolinas**: Includes 350 OWTSs (regulated by Marin County), the Bolinas Community Public Utility District (BCPUD) wastewater collection and treatment system, which serves 163 connections, and the BCPUD Wastewater Treatment Facility that uses clay-lined treatment ponds and spray disposal wetlands.

In the opinion of Stinson Water, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please contact Stinson Water's General Manager, Kent Nelson, at knelson@stinsonwater.org or at (415) 868-1333.

Please note that no information given will be binding upon Stinson Water unless such information is issued in writing as an official addendum to this RFP.

CRITICAL MILESTONES

RELEASE OF RFP	MAY 20, 2025
INQUIRY DEADLINE	JUNE 11, 2025
PROPOSAL DUE	JUNE 25, 2025
NOTIFICATION TO SHORTLISTED CONSULTANTS	JULY 16, 2025
SHORTLISTED CONSULTANT INTERVIEWS	WEEK OF AUGUST 4, 2025



NOTIFICATION OF CONSULTANT SELECTION	AUGUST 22, 2025
AGREEMENT NEGOTIATION COMPLETE	SEPTEMBER 12, 2025
TENTATIVE AGREEMENT APPROVAL BY BOARD	SEPTEMBER 20, 2025
AGREEMENT START DATE	OCTOBER 1, 2025

SUBMITTAL PROCEDURES

1. SUBMITTAL

Before preparing a proposal, the Consultant shall carefully examine the entire RFP and become familiar with its contents. Submission of a proposal shall be considered evidence that the Consultant has fully studied the RFP and is familiar with the general conditions to be encountered in performing any services.

Proposals are due on or before **WEDNESDAY, JUNE 25, 2025, NO LATER THAN 4:00 PM** (Pacific Daylight Time). Proposals received after this deadline will not be accepted. It is the Consultant's responsibility to see that the proposal is received at the proper time and Stinson Water is not responsible for delayed deliveries due to mailing or delivery service. The time the proposal is received via email or at the front counter at the Stinson Water office shall determine the official time received.

Consultant shall submit two sealed and bound hardcopies of their proposal, with the subject header "RFP #2025-01", to the Stinson Water office located at 3785 Shoreline Highway, PO Box 245, Stinson Beach, CA 94970 (ATTN: Kent Nelson, PE). As an alternative, the Consultant may submit their proposal via email as **a single file in Adobe Acrobat format** at info@stinsonwater.org with the subject header "RFP #2025-01". **No other submission types will be accepted.**

Documents submitted in response to this RFP will become the property of Stinson Water and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, unless there is a legal exception to public disclosure. If a Consultant believes that any portion of its proposal is subject to a legal exception to public disclosure, the Consultant shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) upon request from Stinson Water, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Consultant shall defend, indemnify, and hold harmless Stinson Water regarding any claim by any third party for the public disclosure of the "Confidential" portion of the qualifications submittal.

2. FORMAT

All proposals shall be single sided on 8"x11" paper and professionally prepared (no handwritten proposals will be accepted). There are no specific requirements on font size, type or style requirements.

3. WITHDRAWAL

Consultant may withdraw their proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for withdrawal to the Stinson Water General Manager. Verbal withdrawal requests or withdrawal requests by telephone will not be accepted by Stinson Water.

4. SELECTION PROCESS

A selection committee consisting of Stinson Water and BCPUD staff will evaluate the submitted proposals. Consultant(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Consultant could best satisfy the requirements of Stinson Water.

The Selection Committee will utilize the Evaluation Method and Criteria described herein to rate and initially rank each proposal. The top two shortlisted Consultants may then be invited to participate in an in-person interview with the Selection Committee. Following these interviews, the Selection Committee will make a selection recommendation to the General Manager.

5. PROFESSIONAL SERVICES AGREEMENT

The selected Consultant will be required to sign Stinson Water's Standard Professional Services Agreement (Agreement). A sample of this Agreement is attached as Exhibit A, and Stinson Water reserves the right to amend or edit this Agreement however it sees fit.

6. RESERVATIONS

- a) Stinson Water reserves the right to accept or reject any and all proposals, whether or not minimum qualifications are met; to modify, postpone, or cancel this RFP, in whole or in part; extend the period for accepting proposals; re-advertise the RFP at any time; waive any minor irregularities in any proposal; and/or decide to award an Agreement to perform only some of the services outlined in this RFP, without liability, obligation, or commitment to any party, firm, or organization.
- b) In addition, Stinson Water reserves the right to request and obtain additional information from any Consultant and to negotiate the final scope of services with the selected Consultant. Stinson Water is not liable for any costs incurred by Consultant prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Consultant in responding to the RFP are entirely the responsibility of the Consultant and shall not be reimbursed in any manner by Stinson Water.

- c) Only Stinson Water's Board of Directors, or the General Manager after being duly authorized by the Board of Directors, may execute the Agreement with the successful Consultant. Further, it is understood that respondents must independently evaluate the information in this RFP and that Stinson Water makes no guarantee of data accuracy.
- d) Stinson Water reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by Stinson Water to serve its best interests. Stinson Water also reserves the right, based on its sole judgment and discretion, to award an Agreement based upon the written proposals it receives without conducting discussions, interviews or negotiations.
- e) If, in the opinion of Stinson Water, a proposal contains false or misleading statements or references, it may be rejected without notice to Consultant.
- f) Stinson Water reserves the right to obtain written clarification of any point in a Consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Consultant to respond to such a request for additional information or clarification may result in rejection of the proposal.
- g) Stinson Water reserves the right, without qualification, to select a Consultant for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- h) Consultant agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

INTRODUCTION

PROJECT BACKGROUND

Stinson Water provides drinking water and onsite wastewater treatment regulation for the small coastal community of Stinson Beach, California, which has no existing sewer system or regional wastewater infrastructure. All residential and commercial properties in Stinson Beach have OWTs, approximately 70% of which are either moderately or highly vulnerable to SLR and seasonal high ground water levels. Stinson Water has been granted primacy by the Regional Water Quality Control Board to regulate and permit all OWTs in Stinson Beach. These OWTs are particularly vulnerable to high ground water levels and localized flooding events that result from storm surge, increasingly higher tides, heavy rainfall events and rising sea levels. During such events, onsite septic systems are essentially inundated, effectively neutralizing treatment

and causing raw, concentrated wastewater to freely mix with surface and subsurface water. This creates both acute and chronic public health risks and can cause significant environmental harm. During California's January and February 2023 storm events, storm surge, high waves and tides physically destroyed six particularly vulnerable onsite septic systems in Stinson Beach.

BCPUD provides drinking water and wastewater treatment for the community of Bolinas, California. The BCPUD sanitary sewage system serves 163 connections within Bolinas, which represents approximately 30 percent of the BCPUD water connections. The existing BCPUD treatment facility relies on clay-lined ponds and wetlands for natural wastewater treatment and disposal. While the facility itself sits above sea level on "The Mesa," much of the aging collection system is at sea level and is highly vulnerable to SLR. Increased inflow and infiltration (I&I) due to SLR and more intense storm events could overwhelm system capacity, disrupt microbial treatment processes, and introduce saltwater intrusion. Additionally, the OWTs within the BCPUD service area, located on The Mesa, are also vulnerable to SLR-driven bluff erosion and groundwater rise. Recently, the County of Marin (which oversees the permitting of OWTs in Bolinas) closed the Bolinas Beach due to the detection of fecal-contaminated fluid seeping along the bluff, raising concerns that failing OWTs systems may be contributing to coastal water quality issues.

This project aligns with the Ocean Protection Council's (OPC) Strategic Plan by prioritizing increased coastal resilience in the face of climate change, specifically through setting a proactive approach to SLR planning for vulnerable and critical wastewater treatment infrastructure. Specifically, this project supports OPC Strategic Objective 1.1 – Build resiliency to Sea-Level Rise, Coastal Storms, Erosion and Flooding with the following targets:

- Target 1.1.1: Ensure California's coast is resilient to at least 3.5 feet of sea-level rise by 2050, as consistent with the State's Sea-Level Rise Guidance Document as appropriate for a given location or project.
- Target 1.1.2: In conjunction with ongoing efforts, develop a site-specific infrastructure resiliency plan focused on state roads, railroads, wastewater treatment plants, water supply facilities, ports, and power plants.

OBJECTIVE

There are two main objectives of this project: 1) conduct a feasibility study to evaluate options for adapting wastewater infrastructure in Stinson Beach and Bolinas to mitigate SLR risks, protect public health, and improve coastal resilience across the following systems, and 2) develop a conceptual level (10% design) of a regional wastewater system for the following systems:

- Stinson Beach: All properties rely on OWTSS, regulated by Stinson Beach County Water District.
- Bolinas: Includes 350 OWTSS (regulated by Marin County), the BCPUD wastewater collection system (which serves 163 connections) and the BCPUD wastewater treatment facility located on the Mesa. While the treatment facility itself is not directly vulnerable to SLR, the collection system is at sea level and highly susceptible to infiltration and inflow (I&I).

A centralized wastewater collection and treatment system would improve climate resilience for both communities. Moreover, as SLR and other issues caused by climate change continue to present more challenges, isolated coastal communities with few resources may need to work together to respond to these challenges. This project may be an example and a model of collaboration and teamwork between two separate communities and agencies. Because this feasibility study involves active participation and collaboration between the two agencies, it is anticipated that through a potential regional approach, both communities may take advantage of cost savings from economies of scale and sharing operational resources, mitigate climate risks, provide employment opportunities for local residents, improve service to residents and visitors, and better protect public health and safety and the environment.

As additional background and context, the San Francisco Regional Water Quality Control Board (RWQCB) has recently issued a Technical Order (TO) to BCPUD to conduct a vulnerability assessment of its existing wastewater collection and treatment facilities, especially with respect to SLR, to determine compliance strategies for an annual rainfall equivalent to a 25- to 50-year recurrence interval. The order also requires BCPUD to evaluate options to reasonably extend its existing wastewater collection system to include properties within its service area that utilize OWTSS. The project scope covered in this RFP includes work to assist BCPUD in complying with this TO, including deliverables parenthetically annotated with "RWQCB TO". For your reference, a copy of this Technical Order is attached as Exhibit B.

SCOPE OF SERVICES

TASK 1A

Gather and organize all historical and recent studies, data, and any other documents or information that may provide information pertinent to this Project, including any studies performed by the County to date pertaining to their SLR Adaptation Plan, to create a comprehensive inventory database of all existing OWTSS in Stinson Beach and Bolinas.

TASK 1A DELIVERABLES

- Draft Technical Memorandum with summary for both Stinson Beach and Bolinas; draft inventory database for Stinson Beach; and draft inventory database for Bolinas
- Final Technical Memorandum with summary for both Stinson Beach and Bolinas; draft inventory database for Stinson Beach; and draft inventory database for Bolinas

TASK 1B

Conduct a closed-circuit television inspection, compile documents, data, and other pertinent information to create a comprehensive inventory and condition assessment of existing BCPUD sanitary sewer infrastructure, including an evaluation of the existing system's current capacity. Recommend short-term (0-5 years) improvements to address immediate needs with respect to condition and/or capacity.

TASK 1B DELIVERABLES

- Draft Technical Memorandum including full inventory database, condition assessment, existing capacity evaluation, and short term recommendations
- Final Technical Memorandum including full inventory database, condition assessment, existing capacity evaluation, and short term recommendations

TASK 2A

Based in the information gathered in Task 1A, update the Stinson Water wastewater database with the attributes (permitted discharge, type, installation date, owner of record, address of owner of record, and other appropriate attributes) of each of the OWTs in Stinson Beach.

TASK 2A DELIVERABLE

- Certification of completion

TASK 2B

Based on the information gathered in Tasks 1A and 1B, create a new Geographical Information System (GIS) database for BCPUD identifying the locations and applicable attributes (permitted discharge, type, installation date, owner of record, address of owner of record, and other appropriate attributes) of all existing OWTs, as regulated by Marin County Environmental Health Services (EHS), and all sanitary sewer infrastructure in Bolinas, as managed by BCPUD.

TASK 2B DELIVERABLE

- Certification of completion

TASK 3

Using all historical surface and ground water quality monitoring data in both Stinson Beach and Bolinas, identify seasonal trends and water quality violations with respect to ammonia/nitrate/nitrite, Total Coliform, E. coli, and other contaminants of concern to assess the groundwater and surface water impacts of the existing OWTs in both systems and the BCPUD wastewater system.

TASK 3 DELIVERABLES

- Draft Approach and Work Plan to Task 3
- Draft Technical Memorandum detailing the impacts of OWTs in Stinson Beach
- Draft Technical Memorandum detailing the impacts of OWTs in Bolinas
- Draft Technical Memorandum detailing the impacts of the existing wastewater system in Bolinas
- Final Technical Memorandum detailing the impacts of OWTs in Stinson Beach
- Final Technical Memorandum detailing the impacts of OWTs in Bolinas
- Final Technical Memorandum detailing the impacts of the existing wastewater system in Bolinas

TASK 4

Incorporate information gathered in Tasks 1, 2 and 3 to analyze and identify the specific OWTs and existing sanitary sewer infrastructure in both Stinson Beach and Bolinas that are subject to adverse surface and subsurface water quality impacts, SLR, storm events, and flooding under different inundation scenarios as demonstrated in Marin County's 2023 Vulnerability Assessment to show which OWTs and existing sanitary sewer infrastructure would be impacted in each scenario. Explain how Stinson Water and BCPUD manage existing flooding risks for their respective wastewater systems (e.g., protective measures already in place, planned, or proposed).

Develop a "Need for Project Analysis" to define flows and loads for the respective Stinson Water and BCPUD service areas and identify drivers for facility improvements including an assessment of the vulnerability of future flooding risks, and recommend strategies for how each agency will manage those risks, including a basis for the conclusions presented. This evaluation will apply the best available science on SLR per OPC's 2024 SLR Guidance, considering multiple probabilistic scenarios and high-risk projections for planning horizons extending at least to 2100. The analysis

will incorporate sea level rise, groundwater rise, and changing climate patterns impacting wastewater collection, treatment, and discharge systems.

TASK 4 DELIVERABLES

- Draft SLR Vulnerability Technical Memorandum detailing the impacts to OWTs in Stinson Beach
- Draft SLR Vulnerability Technical Memorandum detailing the impacts to OWTs in Bolinas
- Draft SLR Vulnerability Technical Memorandum detailing the impacts to the existing wastewater system in Bolinas
- Final SLR Vulnerability Technical Memorandum detailing the impacts to OWTs in Stinson Beach
- Final SLR Vulnerability Technical Memorandum detailing the impacts to OWTs in Bolinas
- Final SLR Vulnerability Technical Memorandum detailing the impacts to the existing wastewater system in Bolinas (*RWQCB TO – Need for Project Analysis*)

TASK 5

Identify and recommend mitigation and control measures needed to maintain, protect, and improve BCPUD's existing wastewater infrastructure under existing and predicted SLR and climate conditions as identified in the results of Task 4. Climate adaptation strategies may include regional collaboration for a community wastewater system, near-term measures, long-term design modifications and improvements, new monitoring, and updated emergency response planning.

This analysis will evaluate how to operate the facilities in compliance for an annual rainfall on a 25- to 50-year return interval. The facility's current storage capacity is designed for approximately an annual rainfall on a 10-year return interval. The plan shall identify preferred alternatives for facility upgrades to address vulnerabilities and include estimated costs.

TASK 5 DELIVERABLES

- Draft BCPUD Treatment System Alternatives Analysis Technical Memorandum
- Final BCPUD Treatment System Alternatives Analysis Technical Memorandum (*RWQCB TO – Analysis of Alternatives*)

TASK 6

Using the data gathered in Task 4 and 5, conduct a brief alternatives analysis and determine the size, scope and capacity of a sanitary sewer collection and treatment system, designed to operate in compliance for an annual rainfall on a 100-year return interval, that would replace all existing

OWTSs in Stinson Beach and a subset of existing OWTSs in Bolinas where vulnerable and economically feasible. Conceptual design will retain, upgrade and/or replace existing sanitary sewer infrastructure in Bolinas, where appropriate and feasible. Options include the conceptual design of:

- a) A comprehensive approach incorporating Stinson Beach and Bolinas into a single, regional system; and
- b) Two comprehensive but separate systems, each, for Bolinas (based on the findings of Task 5) and Stinson Beach.

Conceptual-level design (i.e. 10% design) to include location and general layout of all proposed infrastructure, conceptual-level cost estimates, listing of potential funding sources, engineering constraints, regulatory constraints, economic feasibility, constructability, operation and maintenance considerations, real estate considerations, evaluation of a potential Joint Powers Authority (under the regional approach) and LAFCO considerations, environmental/permitting considerations, and proposed implementation schedules. Conceptual design also to identify potential uses of treated effluent, including but not limited to non-potable recycled water, indirect potable reuse, wetland restoration, deep well injection/disposal, and/or shallow well groundwater recharge.

TASK 6 DELIVERABLES

- Draft Technical Memorandum describing conceptual design
- Final Technical Memorandum describing conceptual design

TASK 7

Prepare a technical memorandum summarizing the results of Tasks 1 through 6 into a comprehensive SLR Adaptation Plan, with respect to wastewater, for Stinson Beach and Bolinas. This report will relay technical findings and other relevant information in a clear, accessible manner to encourage public comment and input.

TASK 7 DELIVERABLES

- Draft Wastewater SLR Adaptation Plan
- Final Wastewater SLR Adaptation Plan (*RWQCB TO – Facility Upgrade Report*)

TASK 8

Provide support in public outreach. The Project Team will seek public input during various stages of the development of the SLR Adaptation Plan. Public engagement may be continuous and conducted in incremental steps as the Project details are developed. All planned Public outreach

meetings and work products distributed for the Public meetings will include solicitation from the California Coastal Commission and/or the Bay Conservation Development Commission.

TASK 8 DELIVERABLES

- Attendance at and project update slide decks to be used during four public outreach meetings

TASK 9

The General Managers of Stinson Water and BCPUD will be actively involved in all aspects of the Project to ensure the Project remains on schedule. Consultant will prepare and submit quarterly progress reports that include, at minimum: a summary of monthly invoices submitted during reporting period, description of all work performed during the reporting period, description of any client-approved scope changes, current budget burn rates and projection through the rest of the Project, detailed schedule updates through the rest of the project, and other activities related to project administration.

TASK 9 DELIVERABLES

- Quarterly progress reports

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PROJECT SCHEDULE *(deliverables due on the 15th of the month)*

2025-2026												
Task	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1a					D	F						
1b					D	F						
2a						F						
2b							F					
3			D			D		F				
4										D		F
5												
6												
7												
8												PM
9			F			F			F			F

2026-2027												
Task	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1a												
1b												
2a												
2b												
3												
4												
5				D		F						
6												
7												
8						PM						
9			F			F			F			F

PM = Public Meeting
 D = Draft Deliverable
 F = Final Deliverable



PROJECT SCHEDULE *(deliverables due on the 15th of the month)*

2026-2027												
Task	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1a												
1b												
2a												
2b												
3												
4												
5												
6			D			F						
7			D			F						
8			PM			PM						
9			F			F						

PM = Public Meeting
D = Draft Deliverable
F = Final Deliverable

PROJECT ADMINISTRATION

DOCUMENT RETENTION

All working papers and reports must be retained, at the consultant’s expense, for a minimum of five (5) years, unless the Consultant is notified in writing by Stinson Water of the need to extend the retention period. The consultant will be required to make working papers available, upon request, to the following parties or their designee:

- Stinson Beach County Water District (Stinson Water)
- Bolinas Community Public Utility District (BCPUD)
- County of Marin, California
- State of California, Ocean Protection Council



INDEMNIFICATION

The selected consultant will be required to provide proof of various insurance policies as set forth fully in Stinson Water's standard Professional Services Agreement, as attached.

PROJECT CONTACT

The consultant's primary contact with Stinson Water during the project will be Kent Nelson, General Manager. Through this contact, additional staff from Stinson Water, BCPUD, and Marin County will be made available to the consultant, as necessary, to provide customary information, explanation, or other assistance.

CONSULTANT CONTACT

The consultant shall identify its Project manager and principal contact to Stinson Water in its proposal, including providing a direct office or cell phone number and email for said contact.

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PROPOSAL CONTENT REQUIREMENTS

PROPOSAL ORGANIZATION

All proposals must include the following information and shall be organized as described below.

A. Cover Letter

The cover letter shall be addressed to Kent Nelson, PE, General Manager, and at a minimum, must include:

- Name, address and telephone number of the Firm.
- Name, title, email and telephone number of contact person during period of proposal evaluation.
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal.
- Signature of the person authorized to bind the Consultant to the terms of the proposal.

B. Executive Summary

The intent of this narrative is to convince Stinson Water that the Consultant understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

C. Consultant History, Background and Experience

Describe the Consultant's history and organizational structure, including the size of the company, the size of the firm's professional engineering staff; location of office(s) and years in business. If any subconsultants are proposed, describe the Subconsultant's history and organizational structure, including the size of the company, the size of the firm's professional engineering staff; location of office(s) and years in business. Provide resumes for all project team members, including subconsultants. Also include the Consultant's background, experience, and capacity to undertake the project/services for Stinson Water in conformity with the requirements of this RFP.

The purpose of this section is to demonstrate the qualifications, competency, and capacity of the Consultant seeking to undertake the scope of work in conformity with the requirements as indicated herein. As such, the substance of the proposal will carry more weight than their form or manner of presentation. This section shall demonstrate the qualifications of the firm and of the specific staff to be assigned to this engagement.

Consultants are also expected to provide the following:

- i. Identify the Project Manager and key personnel on the project team that will be assigned to the Agreement through its duration. For all project team members,

- including subconsultants, describe specific services they will perform, and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role. Provide resumes for key personnel expected to expend significant effort on the project. Indicate whether each such person is properly licensed to practice in California and provide information on the engineering experience of each person, including information on relevant continuing professional education for the past 3 years and membership in professional organizations relevant to this project.
- ii. List of contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, and name and telephone number of contracting entity.
 - iii. Provide specific information on the firm's experience, particularly in services like those discussed in this RFP. List and describe at least two similar projects completed by the firm within the past five years. For all projects, list the:
 - a. Project title, location and description
 - b. Construction (capital improvement) costs
 - c. Year performed services and date constructed
 - d. Firm's fee
 - e. Firm's project manager
 - f. Services provided
 - g. Project owner's name
 - h. Client contact person, address and phone number
 - i. Type of contract (on-call or fixed scope)
 - iv. If any part of the work described in the proposal is to be provided by subconsultants, provide the following:
 - a. A description of each subcontractor's role
 - b. A description of previous joint ventures between the Consultant and subcontractor
 - c. The corporate or company name and names of officers or principals of companies proposed as subcontractors
 - d. Experience of key personnel, including past projects and resumes. Show the key personnel in the organization chart.

D. Project Approach

Describe the Consultant's general approach to managing the services provided including an explanation of the methodology to be followed and specific plans to manage, control, and supervise the services to insure satisfactory provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope

of Services with an emphasis on the ability to perform the required services. Provide a delivery schedule designed to meet the requirements of Stinson Water as described herein.

E. Project Quality Assurance/Quality Control (QA/QC)

Describe how QA/QC will be provided for each Task delivered and for the Project as a whole. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your firm has a structured QA/QC Program, describe it briefly and show how it will be applied to the Project.

F. Project Budget

Provide a description of the project cost and/or fees itemized according to the RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. Stinson Water will not be responsible for the expenses incurred in preparing and submitting the proposal. The Consultant shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Consultant's cost proposal.

The project budget shall include a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work, if requested, and state the hours anticipated for each.

Rates for Additional Professional Services: If it should become necessary for Stinson Water to request the Consultant to render any additional services, either to supplement the services requested in this RFP or to perform additional work, then such additional work shall be performed only if set forth in an addendum to the Agreement between Stinson Water and the Consultant. Any such additional work agreed to between Stinson Water and the Consultant shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Manner of Payment: Progress payments will be made by Project Task on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month. A minimum 15% retainer will be held and only released with final payment upon submission and acceptance of all outstanding deliverables at Project completion.

Stinson Water has a grant-funded total project budget \$1,250,000.00. Any proposal received in excess of this amount will be rejected.

G. Recent Projects/References

Consultant shall list the most significant engagements (minimum of 2, maximum of 5) performed in the last five years that are similar to the engagement described in this RFP. These engagements shall be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

H. Exceptions

Please include a statement regarding any proposed exceptions to Stinson Water’s standard Agreement as attached. If no exceptions are included, Stinson Water will expect the Consultant will be able to sign the Agreement and provide the required insurance and indemnification.

EVALUATION METHOD AND CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to Consultant and any further review is subject to Stinson Water’s discretion

The Selection Committee may first shortlist Consultants based on RFP submission. Shortlisted Consultants may then be invited to interview with the Selection Committee. Based on Consultant evaluation using the following criteria, the Selection Committee will recommend to the Stinson Water Board of Directors to award the work to the selected Consultant.

RFP Submittal Evaluation Criteria

Evaluation of all submittals to this RFP will be based on the following criteria of 100 possible points.

<u>Submittal Criteria</u>	<u>Maximum Points</u>
Cover Letter	5
Executive Summary	5
Consultant History, Background & Experience	15
Project Approach	30
Project QA/QC	15
Project Budget	20
Description of Recent Projects/References	10
Total =	100



Interview Evaluation Criteria (if needed)

Recommendations for evaluating shortlisted consultants invited to interview will be based on the following criteria of 100 possible points.

<u>Interview Criteria</u>	<u>Maximum Points</u>
Overall Quality of Presentation	15
Quality/Experience of Presentation Team	10
Presentation Team Preparedness	10
Details of Project Approach	25
Details of Project Budget	20
<u>Responses to Selection Committee Questions</u>	<u>20</u>
Total =	100



EXHIBIT A

Stinson Water's Standard Professional Services Agreement

STINSON BEACH COUNTY WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____ day of _____ by and between the Stinson Beach County Water District, a California County Water District (“District”) and _____ (“Consultant”).

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services

Consultant agrees to perform professional services to the District in accordance with the terms and conditions in this Agreement (“Services”). In the performance of the Services, Consultant represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. Consultant further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

The scope of services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the Exhibit A, “Scope of Services,” attached hereto and incorporated herein by reference. Exhibit B, “Compensation Schedule,” attached hereto and incorporated herein by reference, outlines the fees and compensation which are to be paid pursuant to this Agreement.

2. Term

The services by Consultant are to commence upon the execution of the Agreement and continue for _____ month(s). The Consultant must furnish the District with all the

materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Scope of Services.

The District reserves the right, in its sole discretion, to exercise up to _____ month(s) option term(s) to extend the Agreement, pursuant to the terms of Section 3, Compensation. If the District determines to exercise the option term(s), the District will give the CONSULTANT at least 30 days' written notice of its determination.

Task Orders related to individual project scopes of work may be issued under this Agreement any time during the term. Consultant's performance of services must commence for each task order upon receipt of a Notice to Proceed issued by the District for the respective task order and the Consultant must complete the services within the period specified in the task order. The Agreement will remain full force and effect until all outstanding services under all task orders are completed or terminated.

It is understood that the term of this Agreement, and any option term executed by the District, as specified herein, are subject to the District's right to terminate the Agreement in accordance with Section 6, Termination of this Agreement

3. Compensation

Consultant agrees to perform all the services included in Section 1, Scope of Services, for a total all-inclusive sum not-to-exceed of _____, in accordance with Exhibit A and Exhibit B. The total all-inclusive sum includes all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the Consultant in performing the Services. The hourly rate by personnel category are those as set forth in Exhibit B.

Payment by District under this Agreement may not be deemed a waiver of defects, even if such defects were known to District at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant must obtain prior written authorization from the District Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under Section 1, Scope of Services.

4. Method of Payment

Consultant must submit monthly invoices to District describing the work performed during the preceding month. Consultant's invoices must include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. District will pay Consultant no later than 30 days after approval of the monthly invoice by District staff.

All invoices must be sent to:

Stinson Beach County Water District
Attn: General Manager
3785 Shoreline Highway, PO Box 245
Stinson Beach, CA 94970

5. Changes

At any time during the term of this Agreement, District may by written order make changes to the scope of work and Services as described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for the performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 3, Compensation, or in the time of required performance as set forth in Section 2, Term, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, Consultant must advise the District immediately upon discovery of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and must set forth the proposed adjustment in compensation. Such notice must be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes must be expressed as an additional written Task Order to this Agreement, as set forth in Section 2, Term prior to implementation of such changes.

6. Termination

This Agreement may be terminated by the District immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant will be entitled to compensation for services performed up to the effective date of termination, and District will be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement does not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Consultant's Key Personnel

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ will serve as the primary staff person of Consultant to undertake, render and oversee all of the services under this Agreement.

8. District Representative

Except when approval or other action is required to be given or taken by the District's Board of Directors, the District's General Manager, or such person or persons as they designate in writing from time to time, will represent and act for the District.

9. Ownership of Documents

All plans, specifications, drawings or sketches; research; studies or reports; documents and other writings, including working notes and internal documents prepared by and for Consultant, its officers, employees and agents, and subcontractors in the course of implementing this Agreement, will become and are the property of District upon payment to Consultant for such work, and District will have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant must, at Consultant's expense, provide such reports, plans, studies, documents and other writings to District upon the District's written request. All documents prepared by Consultant pursuant to this Agreement may not be released to third parties without the written consent of District.

10. Consultant's Books and Records

- a) Consultant must maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to District for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
- b) Consultant must maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law. Records must be available at Consultant's address indicated for the date of termination or completion of this Agreement.
- c) Any records or documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the District Manager, District Attorney, District Auditor or another designated representative of the District. Copies of such documents must be provided to District for inspection at District offices when requested by the District.
- d) Where District has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, District may, by written request by any of the above-named officers, require that custody

of the records be given to District and that the records and documents be maintained at the District. Access to such records and documents will be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

11. Independent Contractor

Neither the Consultant nor any party contracting with the Consultant will be deemed to be an agent or employee of the District. The Consultant is and will be an independent contractor, and the legal relationship of any person performing services for the Consultant's will be one solely between said parties.

- a) Consultant hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

12. Professional Ability of Consultant

District has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant will therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement will be in accordance with applicable legal requirements and will meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws

Consultant must comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in providing the Services under this Agreement. Consultant must observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and must not trespass on any public or private property in performing any of the Services authorized by this Agreement. The District, its officials, officers, elected officials, appointed officials and employees are not liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant must pay all penalties and wages as required by law.

14. Licenses

Consultant represents and warrants to District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to District that Consultant will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its

profession. Consultant must maintain a valid business license to lawfully conduct work within the District at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

15. Indemnity

Consultant will, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the District and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, losses, damages, costs, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to (i) the negligence, recklessness, or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors; or (ii) infection of any person by COVID-19 that occurs, or is alleged to occur, during the performance of this agreement. Such losses, damages, and costs include reasonable attorneys' fees of counsel of District's choice, expert fees and all other costs and fees of litigation. Consultant will not be obligated under this Agreement to indemnify District to the extent that a judge or jury determine that the damage was caused by the active negligence or willful misconduct of District, its agents or employees. To the fullest extent permitted by law, this indemnity will survive the termination or expiration of this Agreement.

16. Insurance Requirements

Consultant must procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors.

- a) **Minimum Coverage:** Coverage must be at least as broad as the following. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must also be available to the District.
 - i. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04

endorsement provided to the Stinson Beach County Water District) or the general aggregate limit must be twice the required occurrence limit.

- ii. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- iii. Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the Stinson Beach County Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Stinson Beach County Water District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

b) **Additional Provisions:** The general liability policy must contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status: District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- ii. Primary Coverage: For any claims related to this project, the Consultant's insurance coverage must be primary and at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees and authorized volunteers are in excess of the Consultant's insurance and will not contribute with it.

c) **Notice of Cancellation:** Each insurance policy required above must provide that coverage and may not be canceled, except with notice to the District.

d) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Stinson Beach County Water District.

- e) **Acceptability of Insurers:** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by District.
- f) **Verification of Coverage:** Consultant must furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning may not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
- g) **Subcontractors:** Consultant must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant must ensure that District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

17. Safety

In the performance of this contract the Consultant must comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations related to their scope of work and operations. In case of conflict in regulations, the most stringent will apply

18. Notices

Any notice required to be given under this Agreement must be in writing and either served personally or sent prepaid, first-class mail. Any such notice must be addressed to the other party at the address set forth below. Notice will be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

- a) If to District:

Stinson Beach County Water District
 Attn: General Manager
 3785 Shoreline Highway, PO Box 245
 Stinson Beach, CA 94970

- b) If to Consultant:

19. Assignment and Subcontracting

The parties recognize that a substantial inducement to District for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of District. Consultant may not subcontract any portion of the work to be performed under this Agreement without the written authorization of District. If District consents to such subcontract, Consultant is fully responsible to District for all acts or omissions of the subcontractor. Nothing in the Agreement creates any contractual relationship between District and subcontractor nor does it create any obligation on the part of District to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. Waiver

Waiver of a breach or default under this Agreement does not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement. The District makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

21. Dispute Resolution

Any dispute concerning this Agreement will be first submitted to the District's General Manager or their designee for resolution. If no resolution is reached, such dispute will be submitted to the District Board of Directors. The decision of the District's Board of Directors is final and is appealable only to a court of competent jurisdiction in Marin County, California.

22. Controlling Law Venue

This Agreement and all matters relating to it are governed by the laws of the State of California and any action brought relating to this Agreement must be brought in a court of competent jurisdiction in Marin County, California.

23. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District has the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, will have any

direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

24. Equal Opportunity Employment

In connection with the performance of this Agreement, the Consultant must not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Consultant must take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

25. Drug-Free Workplace Certification

By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all the following:
 - i. The dangers of drug abuse in the workplace; and
 - ii. The person's or organization's policy of maintaining a drug-free workplace; and
 - iii. Any available counseling, rehabilitation and employee assistance program; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- c) Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
- i. Will receive a copy of the Consultant's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future District agreements if District determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

26. Americans with Disabilities Act

By signing this Agreement, Consultant assures the District that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination based on disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments

This Agreement may be modified or amended only by a written document executed by both Consultant and District and approved as to form by the District Counsel.

28. Attorney's Fees

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding may recover, in addition to all court costs, reasonable legal fees.

29. Severability

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will continue in full force and effect.

30. Temporary Suspension of Work

The District, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as the District may deem necessary. The suspension may be due to the failure on the part of the Consultant to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the Consultant. The Consultant must comply immediately with the written order of the District to suspend the work wholly or in part. The suspended work will be resumed when the Consultant is provided with written direction from the District to resume the work.

If the suspension is due to the Consultant's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the Consultant, all costs will be at Consultant's expense and no schedule extensions will be provided by the District.

In the event of a suspension of the work, the Consultant will not be relieved of the Consultant's responsibilities under this Agreement, except the obligations to perform the work which the District has specifically directed Consultant to suspend under this section.

If the suspension is not the responsibility of the Consultant, suspension of all or any portion of the work under this Section may entitle the Consultant to compensation and/or schedule extensions subject to the Agreement requirements.

31. Entire Agreement

This Agreement constitutes the complete Agreement between District and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

32. Execution

This Agreement may be executed in several counterparts, each of which constitute one and the same instrument and become binding upon the parties when at least one copy hereof has been signed by both parties hereto. In approving this Agreement, it is not necessary to produce or account for more than one such counterpart.

33. Time is of the Essence

Time is of the essence for this Agreement.

34. Authority to Enter Agreement

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

STINSON BEACH COUNTY WATER DISTRICT:

CONSULTANT:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

Business License Number

Attachments:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C – Project Schedule

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

COMPENSATION SCHEDULE

EXHIBIT C

PROJECT SCHEDULE



EXHIBIT B
RWQCB Technical Order for BCPUD

San Francisco Bay Regional Water Quality Control Board

Sent via email – no hard copy to follow

Treatment system--

January 24, 2024
CIWQS Place No. 209987

Bolinas Community Public Utility District
Attention: Jennifer Blackman, General Manager
Box 390 270 Elm Road
Bolinas, CA 94924
Sent electronically to jblackman@bcpud.org

Subject: Water Code Section 13267 Order – Technical Reports for Bolinas Community Public Utility District’s Wastewater Treatment Facility

Dear Ms. Blackman:

This letter requires the Bolinas Community Public Utility District (District) to submit technical reports related to the District’s wastewater collection, treatment, and disposal facility (Facility) pursuant to California Water Code section 13267. On June 27, 2023, the San Francisco Bay Regional Water Quality Control Board (Water Board) issued a letter of support of the proposed expansion of District’s sewer collection system, under the conditions that District continues to adhere to the existing waste discharge permit, enhances groundwater monitoring at the disposal fields, and evaluates potential future upgrades to the Facility. The enhanced monitoring and associated technical report requirements are detailed in this letter.

Background & Facility Description

The District owns and operates a municipal wastewater system in Bolinas which is regulated by the Water Board under Waste Discharge Requirements Order No. 88-100 (WDR), adopted on June 15, 1988.

The Facility currently collects, treats, and disposes of approximately 32,000 gallons per day (gpd) of wastewater (average dry weather flow). The wastewater from the sewered area of the community of Bolinas is collected and pumped to a series of ponds including two treatment ponds and two storage ponds; treated wastewater is ultimately disposed through pond evaporation and spray disposal on 45 acres of land (see Attachment 1: Site Map). Disposal through spray irrigation is permitted between April 15 and November 15 each year. The WDR prohibits both wet and dry weather wastewater flows to the wastewater treatment plant exceeding 65,000 gpd.

The collection system includes 163 connections (serving 141 residential, 20 commercial, and two institutional properties) from the historic downtown village of Bolinas. In June 2023, the Water Board supported District's proposal to expand the sewer collection system to serve an additional six homes. The remainder of Bolinas is served by private onsite wastewater treatment systems (septic systems).

Monitoring and Technical Report Requirements

The following technical reports are required pursuant to Water Code section 13267. All technical documents shall be signed by and stamped with the seal of a California registered civil engineer, a California registered geologist, or a California certified engineering geologist. The technical reports shall be acceptable to the Water Board's Executive Officer and shall be submitted as described below.

A. Groundwater Monitoring Well Installation Workplan and Report

By December 1, 2024, District shall submit a *Groundwater Monitoring Well Installation Workplan* that proposes an adequate number of groundwater monitoring wells to ensure sufficient monitoring of groundwater quality beneath the wastewater disposal fields, including but not limited to groundwater characterization upgradient and downgradient of the fields. Groundwater monitoring wells shall be designed to yield samples representative of the uppermost portion of the first encountered groundwater underlying the sites. The plan shall include a schedule to complete installation no later than **October 31, 2025**.

Within 120 days of installation, District shall submit a *Groundwater Monitoring Well Installation Report* that describes the installation and development of all new monitoring wells and explains any deviations from the approved installation workplan.

Consistent with the Business and Professions Code, groundwater monitoring reports, well construction workplans, etc. shall be prepared under the supervision of a California licensed civil engineer or geologist. Prior to construction of any groundwater monitoring wells, the Discharger shall submit plans and specifications to the Water Board's staff for review and approval. Once installed, all monitoring wells designated as part of the monitoring network shall be sampled and analyzed according to the schedule below.

B. Enhanced Groundwater Monitoring and Reporting

The WDR requires monthly groundwater monitoring and reporting to be analyzed for total and fecal coliforms and nitrates. Following installation of the additional groundwater monitoring wells, District shall implement an expanded groundwater monitoring and reporting program as outlined in Table 1, below.

The data from routine groundwater monitoring events shall be submitted monthly, as outlined in WDR section III.B. Analysis of the data and groundwater flow directions shall be performed at least annually and shall be performed under the supervision of a California licensed professional (as described above). The Discharger may request a reduced monitoring and reporting schedule once adequate data has been collected to

characterize the site (Typically two years of quarterly sampling is required for adequate characterization.).

Prior to sampling, groundwater elevations shall be measured and the wells shall be purged of at least three well volumes and until pH and electrical conductivity have stabilized. No-purge, low-flow, or other sampling techniques are acceptable if they are described in an approved Sampling and Analysis Plan. Depth to groundwater shall be measured to the nearest 0.01 feet. Groundwater elevations shall be calculated. Samples shall be collected using approved U.S. EPA methods. Groundwater monitoring shall include, at a minimum, the following:

Table 1: Groundwater Monitoring Parameters and Frequencies

Constituent	Units	Sample Type	Sampling/Reporting Frequency ¹
Groundwater Elevation ³	0.01 Feet	Calculated	Monthly
Depth to Groundwater	0.01 Feet	Measurement	Monthly
Gradient	Feet/Feet	Calculated	Quarterly
Gradient Direction	degrees	Calculated	Quarterly
pH	Std. Units	Grab	Monthly
Total Dissolved Solids	mg/L ²	Grab	Monthly
Nitrate as Nitrogen	mg/L	Grab	Monthly
Sodium	mg/L	Grab	Monthly
Chloride	mg/L	Grab	Monthly
Total Coliform Organisms ⁴	MPN/100 mL ²	Grab	Monthly

¹ Analysis of data by a California licensed professional is required at least annually.

² mg/L = milligrams per liter MPN/100 mL denotes most probable number per 100 mL sample

³ Groundwater elevation shall be based on depth to water using a surveyed measuring point elevation on the well and a surveyed reference elevation.

⁴ Using a minimum of 15 tubes or three dilutions.

C. Facility Upgrade Plan

April 1, 2029

~~By December 1, 2028~~, District shall submit a *Facility Upgrade Plan*. This plan shall evaluate how to operate the Facility in compliance during 25- to 50-year return annual precipitation and evaluate options to reasonably expand the wastewater system to accommodate additional homes within the District’s water service area that currently rely on septic systems for wastewater disposal. The Facility’s current storage capacity is designed for approximately a 10-year rainfall year. The plan shall identify preferred alternatives for facility upgrades to address vulnerabilities and include estimated costs and efforts to finance the improvements (such as rate increases, grants, and loans).

The *Facility Upgrade Plan* technical report will support a future permit renewal application for potential updates to the WDR. Implementation of the wastewater treatment facility upgrades would be anticipated to occur within approximately a five-

year period following the technical report; this timeline allows for adequate time to obtain funding for and to design, permit, and construct the identified upgrades.

District shall provide two interim progress updates on the plan by ~~December 1, 2026~~, and by ~~December 1, 2027~~. The first milestone is to complete a “Need for Project Analysis” to define flows and loads for the current service area and potential expansion service areas, and to identify drivers for facility improvements including an assessment of the vulnerability of the Facility to climate change, further described below. An update on the first milestone is due by ~~December 1, 2026~~. April 1, 2027

The next milestone of the plan is to complete an “Analysis of Alternatives” to define the alternatives that will be considered for addressing the deficiencies identified. An update on the second milestone is due by ~~December 1, 2027~~. April 1, 2028

Climate Change Vulnerability Assessment

Climate change is shifting precipitation and temperature patterns, exacerbating extreme weather events, and causing sea level rise and groundwater rise. These conditions have significant implications for wastewater collection, treatment, and discharge operations.

We recognize that planning for climate change is complex. For example, in addition to anticipating sea level rise, agencies must consider site-specific information about groundwater elevations, extreme storm events, tides, wave setup and runup, and watershed flows. We consider the Ocean Protection Council’s [Sea-Level Rise Guidance](#)¹ to be an authoritative source supporting planning for sea level rise in California. In May 2020, the California Coastal Commission adopted [Making California’s Coast Resilient to Sea Level Rise: Principles for Aligned State Action](#),² indicating there is a significant risk of up to 0.8 feet of sea level rise by 2030 and 6.9 feet by 2100 in the San Francisco Bay region. Pending site-specific analyses, we advise starting with a sea level rise target of 3.5 feet by 2050. The California Environmental Protection Agency, including the State Water Resources Control Board, has endorsed such planning principles. This target applies a safety factor to the California Ocean Protection Council’s sea level rise estimates, which do not account for extreme storm surges, tides, or other weather events on top of sea level rise.

The assessment of the Facility’s vulnerability to climate change, including the collection system, treatment facility, and disposal areas, shall include:

- **Sea Level Rise.** Explain how the District manages existing flooding risks for the wastewater system (e.g., protective measures already in place, planned, or proposed). Evaluate future flooding risks over a 50-year time horizon, and identify how the District will manage those risks (e.g., planning efforts and protective measures in place, facility upgrades needed). Utilize the guidance

¹ https://opc.ca.gov/webmaster/ftp/pdf/agenda_items/20180314/Item3_Exhibit-A_OPC_SLR_Guidance-rd3.pdf

² <https://documents.coastal.ca.gov/reports/2020/5/w6g/w6g-5-2020-exhibits.pdf>

listed above and document all guidelines and assumptions used to anticipate sea level rise.

- **Groundwater Rise.** Explain how the District intends to manage future flooding related to groundwater rise over a 50-year time horizon (e.g., ongoing planning efforts and protective measures in place, planned, or proposed). If the District believes it will not be susceptible to flooding related to groundwater rise within 50 years, explain the basis for the conclusion. For more information, see publications from the San Francisco Estuary Institute ([Shallow Groundwater Response to Sea Level Rise](#)), Hummel et al. ([Sea Level Rise Impacts on Wastewater Treatment Systems Along the US Coasts](#)), and Plane et al. ([A Rapid Assessment Method to Identify Potential Groundwater Flooding Hotspots as Sea Levels Rise in Coastal Cities](#)).³
- **Changing Climate and Weather.** Assess how increased temperatures, greater rainfall intensity, and longer and drier summers may affect the collection, treatment, and disposal systems.

Based on these and any other vulnerability of the District's collection, treatment, and discharge systems, mitigation and control measures needed to maintain, protect, and improve wastewater infrastructure under existing and possible future conditions should be identified and analyzed in the plan. Climate adaptation strategies may include regional collaboration, near-term measures, long-term design modifications and improvements, new monitoring, and updated emergency response planning.

GeoTracker Electronic Reporting Requirements

The Discharger shall submit all technical reports and analytical monitoring results to [GeoTracker](#), a Water Boards internet-accessible database, according to the schedule outlined in WDR section III.B. Additional information and resources on GeoTracker are listed below.

The Discharger-specific GeoTracker Global ID is WDR100027397. In order to submit reports electronically, create a secure GeoTracker Electronic Submittal of Information (ESI) account and log in. The account will be connected to the Global ID. The Discharger can request a username and password [online](#), which is accessible from the 'Getting Started' section on the GeoTracker [ESI webpage](#).

Additional GeoTracker support information can be found at the following:

- a. 'Guides/Resources' document link in the "Tools" on the GeoTracker ESI account
- b. Resources on the GeoTracker ESI website, such as the [Beginner's Guide](#)

³ <https://www.sfei.org/projects/shallow-groundwater-response-sea-level-rise>;
<https://agupubs.onlinelibrary.wiley.com/doi/full/10.1002/2017EF000805> (Hummel, M., M. Berry, and M. Stacey. 2018. Sea Level Rise Impacts on Wastewater Treatment Systems Along the US Coasts. *Earth's Future* 6 (4): 622–633); <https://www.mdpi.com/2073-4441/11/11/2228/htm> (Plane, E., K. Hill, and C. May. 2019. A Rapid Assessment Method to Identify Potential Groundwater Flooding Hotspots as Sea Levels Rise in Coastal Cities. *Water* 11, 2228).

c. General GeoTracker Help Desk contact information:

Phone: 1-866-480-1028

Email: geotracker@waterboards.ca.gov

Statutory Authority

The requirement for technical reports is made pursuant to Water Code section 13267, which allows the Water Board to require technical and monitoring program reports from any person who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect water quality. The burden, including costs, of the reports bears a reasonable relationship to the need for the reports and the benefits to be obtained. Specifically, the requested reports are necessary to ensure the protection of human health and waters of the State. Enhanced groundwater monitoring around the disposal area is necessary to evaluate potential impacts to groundwater. The *Groundwater Monitoring Well Installation Workplan* is estimated to be about \$30,000. Installation of additional groundwater monitoring wells is anticipated to be between \$25,000 and \$30,000. The *Facility Upgrade Plan* technical report is critical to support a future permit renewal application for potential updates to the WDR. Evaluating climate change vulnerabilities and identifying measures needed to maintain, protect, and improve wastewater infrastructure under existing and possible future conditions are necessary to ensure sustained longterm operations and protection of water quality. The Facility’s current storage capacity is designed for approximately a 10-year return annual precipitation based on historical datasets, while current standards utilize a 100-year return annual precipitation design standard and climate change could result in more extreme events and greater rainfall intensity in the future. The *Facility Upgrade Plan* is estimated to cost between \$200,000 and \$250,000. Additional information on Water Code section 13267 requirements is attached.

Pursuant to Water Code section 13268, the Water Board may impose civil liability of up to \$1,000 per day for failure to submit timely and acceptable technical reports. Any extension to the deadlines specified must be confirmed in writing by Water Board staff.

Closing

District is required to submit technical reports related to the District’s wastewater collection, treatment, and disposal facility as summarized in the table below.

Table 2: Summary of requirements

Deadline	Task
December 1, 2024	Technical report: <i>Groundwater Monitoring Well Installation Workplan</i>
October 31, 2025	Action: Install new groundwater monitoring wells in accordance with the approved workplan
Within 90 days of installation	Technical report: <i>Groundwater Monitoring Well Installation Completion Report</i>
April 1, 2027	Progress update: Need for Project Analysis
April 1, 2028	Progress update: Analysis of Alternatives

Deadline	Task
<div style="border: 1px solid red; padding: 2px;">April 1, 2029</div> December 1, 2028	Technical report requirement: <i>Facility Upgrade Report</i>

Following installation of the new groundwater monitoring wells, the District shall commence groundwater monitoring and reporting as specified above. Implementation of the wastewater treatment facility upgrades would be anticipated to occur within approximately a five-year period following the technical report.

If you have any questions or would like to discuss further, contact Sarah Acker of my staff via email to Sarah.Acker@waterboards.ca.gov or at (510) 622-2494.

Sincerely,



Digitally signed by Keith
H. Lichten, Division
Manager

Date: 2024.01.24 17:42:20

Water Boards -08'00'

for Eileen White
Executive Officer

Attachments: 1. Site Map
 2. Water Code section 13267 Fact Sheet

cc (by email): Water Board
 Margaret Monahan, Margaret.Monahan@waterboards.ca.gov

Marin County Environmental Health Services
Gwen Baert, GBaert@marincounty.org
Becky Gondola, RGondola@marincounty.org

ATTACHMENT 1: Site Map



Figure 1. Bolinas Community Public Utility District Treatment Facility: Treatment ponds are labeled 1A and 1B, storage ponds are labeled 2 and 3, seepage ponds are labeled SP1 and SP2, and disposal spray fields are labeled Fields 1-3 (Field 4 is unused). Solid yellow arrows show wastewater flow between fields, dashed orange arrows represent overland flow to SP1 and off-site, and dashed blue arrows represent stormwater overland flow to SP2.

San Francisco Bay Regional Water Quality Control Board

Fact Sheet – Requirements for Submitting Technical Reports Under Section 13267 of the California Water Code

What does it mean when the Regional Water Board requires a technical report?

Section 13267¹ of the California Water Code provides that “...the regional board may require that any person who has discharged, discharges, or who is suspected of having discharged or discharging, or who proposes to discharge waste...that could affect the quality of waters...shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires.”

This requirement for a technical report seems to mean that I am guilty of something, or at least responsible for cleaning something up. What if that is not so?

The requirement for a technical report is a tool the Regional Water Board uses to investigate water quality issues or problems. The information provided can be used by the Regional Water Board to clarify whether a given party has responsibility.

Are there limits to what the Regional Water Board can ask for?

Yes. The information required must relate to an actual or suspected or proposed discharge of waste (including discharges of waste where the initial discharge occurred many years ago), and the burden of compliance must bear a reasonable relationship to the need for the report and the benefits obtained. The Regional Water Board is required to explain the reasons for its request.

What if I can provide the information, but not by the date specified?

A time extension may be given for good cause. Your request should be promptly submitted in writing, giving reasons.

Are there penalties if I don't comply?

Depending on the situation, the Regional Water Board can impose a fine of up to \$5,000 per day, and a court can impose fines of up to \$25,000 per day as well as criminal penalties. A person who submits false information or fails to comply with a requirement to submit a technical report may be found guilty of a misdemeanor. For some reports, submission of false information may be a felony.

Do I have to use a consultant or attorney to comply?

There is no legal requirement for this, but as a practical matter, in most cases the specialized nature of the information required makes use of a consultant and/or attorney advisable.

What if I disagree with the 13267 requirements and the Regional Water Board staff will not change the requirement and/or date to comply?

You may ask that the Regional Water Board reconsider the requirement, and/or submit a petition to the State Water Resources Control Board. See California Water Code sections 13320 and 13321 for details. A request for reconsideration to the Regional Water Board does not affect the 30-day deadline within which to file a petition to the State Water Resources Control Board.

If I have more questions, whom do I ask?

Requirements for technical reports include the name, telephone number, and email address of the Regional Water Board staff contact.

Revised January 2014

¹ All code sections referenced herein can be found by going to www.leginfo.ca.gov.