CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

**Items Not on the Agenda:** Members of the public are invited to address the Board on items which are not on the agenda. Each speaker is limited to three minutes. The Board will set aside 30 minutes for public comments.

**Items on the Agenda:** Members of the public may comment on agenda items before action is taken, or after the Board has discussed the item. Each speaker is limited to three minutes. The Board will set aside 60 minutes for public comments.

CONSENT CALENDAR ITEMS:
*Approve all matters under the Consent Calendar by one motion unless a Board member, staff, or a member of the public requests a separate action.*

1. Developer Project Status Report
2. Mesa Water and Other Agency Projects Status Report
3. Water Quality Call Report
4. Committee Policy & Resolution Review or Development
5. Water Operations Status Report

ACTION ITEMS:

6. Environmental Health and Safety Support Services

PRESENTATION AND DISCUSSION ITEMS:
*Items recommended for approval at this meeting may be agendized for approval at a future Board meeting.*

7. Croddy and Chandler Wells and Pipeline Project

REPORTS:

9. Directors’ Reports and Comments
INFORMATION ITEMS:

None

In compliance with California law and the Americans with Disabilities Act, if you need disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, or if you need the agenda provided in an alternative format, please contact the District Secretary at (949) 631-1206. Notification 48 hours prior to the meeting will enable Mesa Water District (Mesa Water) to make reasonable arrangements to accommodate your requests.

Members of the public desiring to make verbal comments utilizing a translator to present their comments into English shall be provided reasonable time accommodations that are consistent with California law.

Agenda materials that are public records, which have been distributed to a majority of the Mesa Water Board of Directors (Board), will be available for public inspection at the District Boardroom, 1965 Placentia Avenue, Costa Mesa, CA and on Mesa Water’s website at www.MesaWater.org. If materials are distributed to the Board less than 72 hours prior or during the meeting, the materials will be available at the time of the meeting.

ADJOURNMENT
<table>
<thead>
<tr>
<th>FILE NO.</th>
<th>PROJECT ADDRESS</th>
<th>PROJECT DESCRIPTION</th>
<th>PROJECT NOTES/STATUS</th>
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### DEVELOPER PROJECT STATUS REPORT

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<th>FILE NO.</th>
<th>PROJECT ADDRESS</th>
<th>PROJECT DESCRIPTION</th>
<th>PROJECT NOTES/STATUS</th>
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<tr>
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<td>C0035-18-01</td>
<td>146 18th Street</td>
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<td>Plans received and plan check fees paid on 8/8/17. Fees paid and permit issued on 9/21/17. Meters installed on 10/20/17. Site visit on 1/9/18; Awaiting call for backflow testing to complete project. (5/5/18)</td>
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### Project Title: OC-44 Replacement and Rehabilitation Evaluation and Cathodic Protection Study

**File No.:** M 2034  
**Description:** Evaluate potential repair and replacement options

**Status:** The Habitat Mitigation and Monitoring Plan (HMMP) has been updated by Michael Baker (former RBF) to reflect the USACE’s process and submitted to Mesa Water® for review on 1/8/16. Once the HMMP is revised and approved (1/19/16) it will be forward to all agencies, including Coastal Commission. Draft 1602 Streambed Permit obtained on 12/18/15. Final 1602 Streambed Permit pending CDFW will be issued while HMMP is accepted. U.S. Army Corps of Engineers’ 404 permit received on 2/10/16. Revised HMMP sent to CCC for review and approval. Project is pending CCC’s approval at an upcoming hearing. On 2/29/16 a meeting with Fletcher Jones Motorcars, City of Newport Beach, MBI (former RBF), and City of Huntington Beach was held to discuss issues associated with proposed construction activities. Traffic Plan prepared and submitted to the City of Newport Beach for approval on 6/29/16. Per request of CCC a dewatering plan was prepared and submitted for approval. Mesa Water staff, MBI and CCC met on 10/6/16 and discussed mitigation conditions. Project approved at CCC Public Hearing on 12/7/16. MBI is working on finalizing the HMMP and construction plans and will submit them to CCC. Staff met with MBI on 5/1/17 and discussed comments after reviewing the draft final HMMP. New proposed mitigation criteria received from CCC on 7/5/17 reducing mitigation requirements from 1.6 acres to 0.66 acres. Coastal Development Permit for Construction is anticipated in December, 2017. The project re-start meeting was held on 9/7/17. On 10/30/17 met with City of Newport Beach and City of HB to discuss permit requirements and project access. Met w/Fletcher Jones, Skender Construction, City of HB, MBI to discuss access to the site and scheduling on November 21, 2017. Reviewing the 100% Design Plans & Specs (received on 11/28/17) along with the Pipeline Design Schedule, Construction Monitoring Treatment Plan (CMTP), and proposal for Natural Resources/Regulatory Services during construction activities. Bid solicitation is scheduled for late January 2018. Project sent out to bid on January 30, 2018. Pre-bid meeting held on 2/15/18. Construction bid solicitation was cancelled due to ongoing coordination issues for the final Coastal Development permit. Project will be deferred to FY20.

### Project Title: Well Automation and Rehabilitation

**File No.:** MC 2101  
**Description:** Rehabilitate all clear water wells and add remote control SCADA capabilities

**Status:** Construction activities began at Well 5 on October 3, 2016 with demolition and well rehabilitation beginning in the first week. Video of Well 5 showed scale on the louvers, and potential failure of an unused sounding tube and a small area of the...
louvers potentially requiring swage patches. Repair completed on November 29, 2016. Well 5 rehabilitation resumed on December 3, 2016. Well 5 chemical facility pad has been constructed and is awaiting a weather forecast of 8 days with no predicted rain to apply the chemical-resistant coatings to the concrete. Well 5 pumping development began on January 4, 2017, and produced fine sand at pumping rates above 1100 gpm. Repairs were made to Well 5, and test pumping performed in February showed acceptable well production over 2500 gpm with manageable sand. Construction is substantially complete at the Well 5 site. A start up planning meeting was held on March 29, 2017. Well 5 is running as needed and producing good quality water. Well 7 rehabilitation is complete, The Well 7 pump was installed the week of August 28, 2017, and Well 7 is operational and good quality water. Construction of the Well 3 chemical facilities was begun in July 2017. The concrete for the Well 3 chemical facilities is cured and coated, and the chemical tanks and canopy are currently being installed. Well 3 rehabilitation is complete and test pumping achieved over 1600 gpm. Construction at Well 9 began in October with relocation of the backup generator and chemical facilities construction. Coating of the Well 9 chemical facilities was completed in December, and the chemical tanks and canopy are installed. Witness testing for the new pumps for Wells 3 and 9 was completed January 2018. Underground electrical work is in process at Wells 3 and 9. Variable Frequency Drive (VFD) deliveries are expected in May 2018. Work at Wells 3 and 9 is expected to be completed in June 2018.

Project Title: MWRF Parking Project
File No.: M 2052
Description: Conduct parking layout design

Status: Parking study prepared by Onward Engineering in November 2013. The Board approved alternative # 3 Parking Along the MWRF Frontage on Gisler Ave. on 3/15/2014. RFP for the parking design in consultants’ review (11/6/14). RFP sent out to consultants 11/25/14. Proposals due 12/19/14. Interview with three consultants held on 1/7/15. Recommendation brought to January E and O for consideration of approval and will be brought to the Board on 2/12/15 for approval. Project approved 2/12/15. Kick-off meeting held on 2/19/15. Design in progress. 30% design submittal submitted 3/23/15. Staff met with C.J. Segerstrom and discussed concept and details of the proposed parking layout. Segerstrom verbally approved the project. City of Costa Mesa approved the concept and currently consultant is evaluating the landscape requirements with the City of Costa Mesa. E and O Committee accepted the conceptual design and provided comments on 5/19/15. The condition approval from Segerstrom received on 6/29/15. Staff is working with the designer (CivilSource), Mesa Water’s attorney, and City of Costa Mesa on addressing Segerstrom’s comments. Staff is reviewing the Initial Study/Summary of Findings Report received on 8/3/15. Staff has addressed all Segerstrom’s requests included in their 6/29/15 letter and prepared a response letter. Approved construction plans were received from the City of Costa Mesa on 12/29/15. The final bid package completed 3/15/16. Encroachment
Permit Application submitted to the City on 3/6/16. Hold Harmless Agreement for the Installation of Off-Site Parking Improvements within Public Right-of-Way received on 5/4/16. Staff reviewed the Agreement and sent comments to the City of Costa Mesa on 5/27/16. City approved all revisions as proposed by Mesa Water® and sent the agreement for signature on 6/24/16. The Engineering and Operations Committee reviewed the Agreement at July 19, 2016 meeting and recommended Board approval. Board approval obtained on August 11, 2016. Agreement sent to the City for execution and recording on 9/7/16. Recorded Agreement received from the City on 10/19/16.

**Project Title:** Pipeline Testing Program

**File No.:** MC 2141

**Description:** Implement Resolution No. 1442 Replacement of Assets to annually perform non-destructive testing of 1% of the distribution system, and destructive testing of segments that are shown to have less than 70% of original wall thickness by non-destructive testing.

**Status:** Extraction of six sections of ACP and two sections of CIP are in process for 2017 destructive testing. ACP samples were sent to WSP Canada for destructive testing. Results were received on August 1, 2017. CIP samples will be sent to McWane Ductile’s lab in Ohio for destructive testing. Results were received on June 30, 2017. A Request for Qualifications for consulting services for the Pipeline Integrity Testing Program was released in May 2017. Four Statements of Qualifications were received and a recommendation for contract award to HDR was approved by the Committee on July 20, 2017. ACP test results were received on July 31, 2017. Results have been analyzed, and were presented at the November Committee meeting. Average ACP total useful life is expected to be approximately 142 years. A process for determining when a pipeline has reached the end of its useful life and how much of the pipeline to replace was implemented. One 8” ACP line in Harbor Boulevard from Wilson to 19th Street was recommended for replacement. Cathodic protection station testing is being planned. Kickoff meeting for a close interval survey of the 12” Cast Iron Pipe in 19th Street was held on December 28, 2017, and the Consultant has completed the field work. The report is expected in April 2018. Operations staff has collected four ACP pipe samples during valve replacement projects, and one during an AC mainline repair. The samples have been sent to a laboratory for remaining wall thickness measurements, and the reports show that while they have lost structural thickness, the remaining useful life is still 35 - 53 years. The mainline break sample showed the smallest remaining useful life and shortest total useful life of any AC sample. Additional AC pipe samples from valve replacements are being collected. Echologics performed three miles of non-destructive wall thickness measurements during the week of February 12, 2018. A report of the results was received in March 2018.
**Project Title:** MWRF Outreach Center  
**File No.:** MC 2147  
**Description:** Report on the feasibility of reconfiguring and potentially expanding the functional uses of the MWRF Operations and Administration Building to include a multi-purpose room and educational forum.  
**Status:** Mesa Water is coordinating with IBI Group (designer) on the feasibility of implementing an education and outreach center at the MWRF. Kick-off meeting was held on 6/1/2015. Program Requirement Questionnaire meetings were held on 6/9/2015 and 6/17/15. Program Report delivered to Mesa Water® for review on 7/7/2015. 60% design concepts are scheduled for submittal on 08/14/15. 100% concept design received on 09/29/15. Virtual rendering received on 10/6/15. Concept designs presented at the October Board Workshop. A follow-up planning session was held at the November Engineering and Operations Committee Meeting to capture the Board’s input on evaluating reduced cost options and to revisit the existing Boardroom improvements. Board directed staff to develop a scope of work to evaluate scaled down layouts of the MWRF Outreach Center and revisit expanded layouts of the main Boardroom. Engineering and Operations Committee approved a contract amendment with IBI Group to reflect the revised scope of work. Item was approved by the Board February 11, 2016. IBI Group performed an inspection of the existing Boardroom on February 25, 2016 and are in the process of developing conceptual layouts. Staff review and meeting occurred on April 11, 2016. Conceptual layout work has been completed. Revised MWRF Outreach Center Layouts and Conceptual Boardroom Layouts will be presented at a future Engineering and Operations Committee meeting.

**Project Title:** Mesa Water Main Office HVAC Study  
**File No.:** MC 2171  
**Description:** Evaluate the existing HVAC system and provide recommendations for improved efficiency and operations of the system.  
**Status:** Mesa Water® has contracted with Goss Engineering Inc. to perform this study. Kick off meeting was held January 13, 2016. Goss Engineering performed a field survey of both main campus buildings over the course of three days. Draft report with results and recommendations was reviewed by staff. The final report was delivered on June 30, 2016 and was reviewed by staff for completeness. Staff presented the findings and recommendation to the Board of Directors at the July E&O Committee Meeting. Board approved contract to move forward with the design of a complete Variable Refrigerant Flow system. Contract has been executed and returned to Goss Engineering. Project kick-off and notice to proceed was issued on November 30, 2016. 50% drawings have been delivered for review and comments returned. Stakeholder meeting was held on February 2, 2017 to provide comments for the new VRF system 50% design. 90% design drawings and specifications were submitted for Mesa Water®.
MESA WATER® AND OTHER AGENCY PROJECTS STATUS REPORT
May 2018

review on March 10, 2017. Mesa Water managers met with the Consultant to discuss
collection phasing. Roof design is currently being reviewed by Mesa Water® and the
prime consultant. Bid set documents are being finalized.

**Project Title:** Mesa Water Valve Replacements Project

**File No.:** M18-104

**Description:** Replacement of water main and hydrant valves in various locations in the
City of Costa Mesa.

**Status:** The Request for Proposals (RFP) for the Mesa Water District Valve
Replacements Project was completed and put out to bid in September 2017. The RFP
consisted of the Base bid that included replacement of 17 valves and two Alternative
bids consisting of replacement additional 3 and 5 valves, respectively. Three bids were
received on October 4, 2017. Staff has recommended that the construction contract be
awarded to Paulus Engineering, Inc., as the lowest responsive bidder. Board approved
awarding contract to Paulus Engineering on November 2, 2017. The contract was
finalized (11/7/17) and signed on 11/17/17. Working w/City of CM, MWH, and Paulus
Eng. on the project schedule. Start of construction in mid-January, 2018. Notice to
Proceed issued on January 16, 2018. Valve replacement has been completed at 9
locations. Paulus Engineering is currently repairing pavement and closing out the
project.

**Project Title:** Croddy and Chandler Wells and Pipeline Project

**File No.:** M18-113

**Description:** Design, documentation, and permitting for two new wells located on
Chandler Avenue and Croddy Way in the City of Santa Ana and the distribution pipeline
connecting the wells to Mesa Water’s supply system.

**Status:** Tetra Tech has been contracted to complete the design, documentation, and
permitting for the Croddy and Chandler Wells and Pipeline Project. Initial data request
sent to Tetra Tech on September 7, 2017. Met with Division of Drinking Water
regarding well locations on September 20, 2017. Preliminary hydrological evaluation
received on September 29, 2017. Board approved demolition of existing structures and
dedicated well facility with option to evaluate long-term lease potential as market
conditions dictate at both sites at November 2017 E&O. Butier Engineering has been
contracted to provide Construction Management Services. Preliminary Design Report
for the distribution pipeline was reviewed and returned on March 6, 2018. Well site
layouts will be presented to the Board in May. Final Well Site and Distribution Pipeline
PDR are also due in May.
**Project Title:** Santa Ana Pressure Reducing Station Refurbishment Project  

**File No.:** M17-002A  

**Description:** The work will involve replacement of three (3) butterfly valves, one (1) existing pressure relief valve, the precast concrete discharge structure, reconfiguring four (4) Cla-Val control valves, general refurbishments to the vault interior, and site work.  

**Status:** Mesa Water® has contracted with Michael Baker International to perform the design of the project. The design was completed in late January 2018 and the bid package was sent out to bid on February 8, 2018. Pre-bid meetings and site walk were held on 2/20/18 and 3/6/18, respectively. Three bids were received on March 13, 2018. Staff has recommended that the construction contract be awarded to J.R. Filanc, Inc., as the lowest bidder. E&O Committee recommended awarding contract to J.R. Filanc, Inc. on March 20, 2018 and Board approved it on April 12, 2018. The contract was finalized (5/1/18) and signed on 5/3/18.
Water Quality Call Report
April 2018

Date: 4/18/2018
Source: Phone
Address: 3420 Meadowbrook
Description: Customer inquired on how long chlorine residual stays in the water. He was looking to store water for emergency purpose.

Outcome: Explained to customer that chlorine dissipates over time depending on demand, temperature, environment, etc.

Date: 4/30/2018
Source: Phone/Visit
Address: 901 South Pointe
Description: Customer concerned about discolored/brown water.

Outcome: Customer was asked to flush the water until it cleared up. Upon arrival, the water had cleared up and chlorine residual, temperature, and pH were within normal range. Also spoke to next door neighbor who stated that they experienced the discolored water which cleared up. The cause of the discolored water is unknown. Customers were asked to call if the discolored water returns or they have further questions/concerns.
### Rules and Regulations for Water Services

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<th>Policy Name</th>
<th>Resolution No.</th>
<th>Date Adopted</th>
<th>Revision Schedule</th>
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### Standard Specifications and Standard Drawings

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### Urban Water Management Plan

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# Water Operations Status Report

_July 1, 2017 - April 30, 2018_

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<td>$47,494</td>
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<td>WD-0306 - LARGE METER TEST/REPAIR - C</td>
<td>TESTS</td>
<td>19</td>
<td>11</td>
<td>97</td>
<td>39</td>
<td>$14,899</td>
<td>$8,129</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>$138,371</td>
</tr>
<tr>
<td><strong>04 - MAIN LINES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>WD-0401 - MAIN LINE REPAIR</td>
<td>REPAIRS</td>
<td>99</td>
<td>117</td>
<td>16</td>
<td>21</td>
<td>$82,333</td>
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<td>WD-0402 - AIR VAC MAINTENANCE/REPAIR</td>
<td>REPAIRS</td>
<td>22</td>
<td>15</td>
<td>132</td>
<td>116</td>
<td>$16,431</td>
<td>$9,701</td>
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<tr>
<td>WD-0403 - UNIDIRECTIONAL FLUSHING</td>
<td>FEET</td>
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<td></td>
<td></td>
<td></td>
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<td>$98,764</td>
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<tr>
<td><strong>05 - SERVICE LINES</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>WD-0501 - SERVICE LINE REPAIR</td>
<td>REPAIRS</td>
<td>47</td>
<td>73</td>
<td>17</td>
<td>41</td>
<td>$36,430</td>
<td>$54,233</td>
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<tr>
<td><strong>Program 05 TOTAL</strong></td>
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<td></td>
<td></td>
<td></td>
<td>$36,430</td>
</tr>
<tr>
<td><strong>06 - CAPITAL</strong></td>
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<td></td>
</tr>
<tr>
<td>CAP AV - CAPITAL AIR VACUUM REPLACE</td>
<td>AIR VACS</td>
<td>30</td>
<td>9</td>
<td>5</td>
<td>4</td>
<td>$23,398</td>
<td>$7,229</td>
</tr>
<tr>
<td>CAP BI - CAPITAL BYPASS &amp; METER INSTALL</td>
<td>REPLACE</td>
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<td>0</td>
<td>2</td>
<td>0</td>
<td>$21,736</td>
<td>$0</td>
</tr>
<tr>
<td>CAP FH - CAPITAL HYDRANT UPGRADE</td>
<td>HYDRANTS</td>
<td>170</td>
<td>139</td>
<td>25</td>
<td>21</td>
<td>$195,766</td>
<td>$152,865</td>
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<tr>
<td>CAP LM - CAPITAL LARGE METERS</td>
<td>METERS</td>
<td>42</td>
<td>10</td>
<td>114</td>
<td>27</td>
<td>$130,901</td>
<td>$21,056</td>
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<td>CAP MV - CAPITAL MAINLINE VALVE REPLACE</td>
<td>VALVES</td>
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<td>108</td>
<td>25</td>
<td>21</td>
<td>$136,165</td>
<td>$115,893</td>
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<tr>
<td>CAP SL - CAPITAL SERVICE LINE REPLACE</td>
<td>SERVICES</td>
<td>20</td>
<td>15</td>
<td>8</td>
<td>4</td>
<td>$16,678</td>
<td>$11,139</td>
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<td>CAP SM - CAPITAL SMALL METERS</td>
<td>METERS</td>
<td>92</td>
<td>74</td>
<td>1148</td>
<td>845</td>
<td>$138,863</td>
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<td>CAP SS - CAPITAL SAMPLE STATION REPLACE</td>
<td>STATIONS</td>
<td>5</td>
<td>8</td>
<td>5</td>
<td>8</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$667,479</td>
</tr>
</tbody>
</table>

| **VACANT POSITIONS** | | | | | | | $0 |

**TOTAL** | | | | | | | $1,177,145 | $1,165,841 |
RECOMMENDATION

Recommend that the Board of Directors award a contract to British Standards Institute Environmental Health and Safety Services and Solutions for a period of five years for an amount not to exceed $160,000 per year to provide Environmental Health and Safety Support Services, and authorize execution of the contract.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #3: Be financially responsible and transparent.
Goal #5: Attract and retain skilled employees.

PRIOR BOARD ACTION/DISCUSSION

At its April 17, 2018 meeting, the Engineering and Operations Committee was presented this topic as an information item.

BACKGROUND

Since 2013, the environmental health and safety (EHS) function has been filled on a part-time basis by an on-site representative of a professional EHS company. Utilizing a professional EHS company provides Mesa Water staff with a team of professionals with expertise in all areas of environmental health and safety, as well as emergency preparedness. Mesa Water maintains a robust safety program and has developed and implemented comprehensive training on emergency operations. The contract with the current consultant expires June 30, 2018.

The scope of work provided under the EHS Support Services contract is summarized as follows:

1. **Training:** Training has been developed and provided for 24 core EHS programs and emergency operations. New-hire and annual refresher trainings are provided, as required. Weekly tailgate meetings are provided to field staff.

2. **Evaluation:** Monthly on-site inspections are conducted to ensure staff are following training and guidelines and are using proper techniques and personal protective equipment. Quarterly site inspections are conducted to identify and mitigate potential safety issues and ensure compliance with site-specific environmental regulations. Investigations are performed for accidents and close-calls and reviewed with the Safety Ambassador Committee.

3. **Regulatory Review:** New and changing safety and environmental regulations are identified early to ensure Mesa Water maintains compliance. Safety procedures and policies are created or updated when needed.
4. **Testing:** Periodic table-top exercises are conducted in the Mesa Water Emergency Operations Center to ensure staff is prepared to provide continuous service to Mesa Water customers in the event of an emergency and are able to restore the water system to normal operations as quickly as possible.

The majority of this work is performed on-site two days per week, providing guidance and expertise to staff at all levels.

**DISCUSSION**

On March 2, 2018, Mesa Water solicited proposals from nineteen qualified professional EHS firms to provide the requested scope of work. Proposals were received from the following two firms: BSI EHS Services and Solutions and Citadel Environmental Services. The proposals were reviewed and evaluated by a selection panel comprised of Mesa Water staff and an outside EHS Manager from a local water agency. Evaluation and scoring criteria was based on qualifications, experience, and project understanding. Both firms provided excellent proposals and were invited to interview and provide a presentation on their approach to the required scope of work.

The results of the selection process and proposal costs are as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Proposer</th>
<th>Total Score</th>
<th>Annual Cost</th>
<th>5-Year Contract Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BSI</td>
<td>94%</td>
<td>$160,000</td>
<td>$800,000</td>
</tr>
<tr>
<td>2</td>
<td>Citadel</td>
<td>83%</td>
<td>$150,000</td>
<td>$750,000</td>
</tr>
</tbody>
</table>

Both firms are well qualified to perform the work effort and have extensive knowledge and experience in the field of environmental health and safety. Each firm provided a solid approach to the required scope of work. Based on the qualifications and experience of the proposed on-site support staff, the selection panel determined that BSI has the most experience and would provide the most value to staff and the organization. BSI provides support for a number of public agencies including The City of Long Beach, Irvine Ranch Water District, Sonoma County, Napa County, and Contra Costa Water Agency. BSI’s proposal is included as Attachment B. Citadel’s proposal is available upon request.

Staff recommends that the Board consider awarding a contract to BSI for a not-to-exceed amount of $160,000 per year for five years.

**FINANCIAL IMPACT**

In Fiscal Year 2019, $150,000 has been budgeted for Environmental Health and Safety Support Services; additional funds will come from Cash on Hand.

**ATTACHMENTS**

Attachment A: Request for Proposals
Attachment B: BSI Proposal
March 2, 2018

Subject: RFP – Environmental, Health & Safety Program Support Services

Dear Environmental, Health & Safety Professional:

Please find attached a Request for Proposal for Environmental, Health & Safety Program Support Services for Mesa Water District (Mesa Water®).

Mesa Water® is seeking professional assistance to provide support to the Environmental, Health and Safety Program. The scope of work includes two major components – Direct Support and an Annual Audit of the effectiveness of the safety program. Each of the two components will be awarded to different firms to ensure transparency. List below are key dates that will assist you with the preparing and responding to the RFP:

- Release of RFP
- Pre-Proposal Meeting
- Deadline for Project Inquiries
- Response to Project Inquiries
- Proposals Due Date
- Announce Shortlist
- Interviews
- Tentative Date for Award

March 2, 2018
March 12, 2018 at 10am
March 15, 2018
March 22, 2018
April 2, 2018 at 10am
Week of April 18, 2018
Week of April 23, 2018
June 18, 2018

Any explanation desired by a proposer regarding the meaning or interpretation of the RFP or general inquiries must be requested in writing to Carrie Fesili, Water Operations Coordinator, via email at carrief@mesawater.org. Phone calls will not be accepted.

We appreciate your interest in Mesa Water®.

Sincerely,

Carrie Fesili
Water Operations Coordinator
Professional Services
Request for Proposal

Environmental, Health & Safety Program Support Services

MesaWater
DISTRICT

March 02, 2018
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   A. Mesa Water® Overview 1
   B. Project Overview 1
   C. Project Schedule 2
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Attachments
Appendix A: Professional Services Contract
Appendix B: Professional Services Agreement Acceptance Forms
Appendix C: Scope of Work
I. Background and Purpose

Mesa Water District (Mesa Water®) is requesting proposals from experienced firms to provide professional service for the Environmental, Health & Safety Program Support Services (Project). The budgeted amount for component one is $150,000 annually. The budgeted amount for component two is $20,000 annually. This Request for Proposal (RFP) provides information to enable firms to submit a proposal to provide professional services for the scope of work as detailed in Appendix C.

A. Mesa Water® Overview

Mesa Water®, a special district, was formed on January 1, 1960 as a result of the merger of four water agencies. Mesa Water® employs approximately 50 employees and is governed by a five-member Board of Directors elected by the constituents of five divisions within the service area.

Mesa Water’s primary purpose is to manage and deliver water and water-related services to customers within its service area. Mesa Water® distributes a combination of imported water and local groundwater to approximately 23,500 retail accounts (population of over 108,000) in an 18 square mile area, which includes the city of Costa Mesa, parts of Newport Beach, and unincorporated areas of Orange County, including the John Wayne Airport.

Mesa Water® predominately uses local groundwater, recycled water, and conservation to meet 100% of its demands. Mesa Water® operates five (5) clear water wells in the northern part of its service area, and treats amber-tinted water from the deep aquifer from two additional wells at the Mesa Water® Reliability Facility (MWRF). The MWRF and wells are fully automated in the SCADA system. Mesa Water® has two storage reservoirs. Reservoirs 1 and 2 provide approximately 11 and 17 million gallons of storage, respectively.

B. Project Overview

This request for proposal includes two components. The first component is for Environmental, Health and Safety (EHS) Support Services. This service is providing the day-to-day support for Mesa Water’s EHS Program. The second component is to conduct the Annual EHS Audit. This service ensures Mesa Water’s EHS Program remains strong through an independent performance review. Both of these components are for a five (5) year term.
The highest ranking firm after the interview process is completed will be offered the EHS Support Services component. The remaining firms will be evaluated and considered for the Annual EHS Audit component.

Mesa Water® is dedicated to providing a safe working environment for staff and remaining in compliance with State and Federal Environmental, Health and Safety requirements.

Mesa Water® also operates an Emergency Operations Center (EOC) during water-related emergencies. The successful operation of the EOC is dependent upon a well-trained and prepared staff.

To ensure success in both of these critical areas Mesa Water® is looking for a professional Environmental, Health, and Safety firm to provide support in the following areas:

- Task 1: On-Site Consultant Staff Support
- Task 2: Job Hazard Analysis (JHA)
- Task 3: Emergency Preparedness Planning and Training

C. Project Schedule

Notice to Proceed (NTP) to the selected firm is expected June 18, 2018 with a start date of July 1, 2018. This contract shall be for a period of five (5) years.

D. Key Project Elements

The detailed scope of work is found in Appendix C.

End of Section
II. General Information

This RFP information packet contains instructions governing the proposals to be submitted and the material to be included therein; a description of the project and specific services to be provided; general evaluation criteria; and other pertinent information. The submission of this proposal shall be considered evidence that the proposer has and is in acceptance with this RFP.

Any modifications or changes made in this RFP will be made in writing in the form of an addendum issued by Mesa Water®. All proposers will receive written notice of any changes or modifications, which may be made by Mesa Water®. Oral communications from Mesa Water® personnel or others concerning this RFP shall not be binding on Mesa Water® and shall not in any way be considered as a commitment by Mesa Water®.

A. Proposal Submittal

Submit 6 hardcopies and one electronic copy of the proposal to the address listed below no later than APRIL 2, 2018 AT 10AM. After this date and time proposals will not be accepted and will remain unopened. Faxed proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt.

The proposed Fee Schedule is to be submitted to the same address, separately from the proposals, in a sealed envelope. Only one copy of the proposed cost is required.

Proposals are to be submitted to:

Carrie Fesili
Mesa Water District
1965 Placentia Avenue, Costa Mesa, CA 92627
carrie@mesawater.org

All materials submitted in accordance with this Request for Proposal (RFP) become the property of Mesa Water® and will not be returned. The material may become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq.).

B. Proposal Schedule

The following proposal timeframe is listed below:

| Release of RFP | March 2, 2018 |


C. Pre-Proposal Meeting

A pre-proposal meeting shall take place on March 12, 2018 at 10AM via telephone conference. The call-in number is 949-207-5455. The participant access code is 601423. The purpose of the meeting is to provide a project overview, review the request for proposal, and answer any questions from potential proposers.

D. Project Inquiries

Inquiries regarding this RFP must be requested in writing via email at carrief@mesawater.org. The deadline for inquiries is March 15, 2018.

E. Contract and Terms

Prior to the commencement of services, the selected Consultant awarded the contract will be required to execute a Professional Services Agreement (Sample Agreement: Appendix A) between itself and Mesa Water®. The contract shall incorporate the scope of work defined herein and all RFP terms and conditions. Portions of the Consultant’s proposal may be considered for inclusion into the scope of work at Mesa Water’s discretion.

The selected Consultant will not be permitted to levy any service or other charges against Mesa Water®, other than those listed in Appendix C Scope of Work, without being previously negotiated with Mesa Water®.

F. Sample Agreement

A Sample Agreement has been attached for review in Appendix A. This agreement is representative of the agreement that will be executed upon award to the successful Proposer. Mesa Water® does not make changes to agreement terms and conditions. Submission of your proposal in response to this RFP constitutes your acceptance of all Terms & Conditions set forth in this Sample Agreement.

Please indicate that the Sample Professional Services Agreement has been reviewed and will execute it with no exceptions if selected by signing and dating the Professional Services Agreement Acceptance Form (Appendix B).
G. Use of Subcontractors

The proposer may utilize subcontractors in an effort to perform all tasks listed in the Appendix C Scope of Work. The proposer must indicate which tasks are performed by the subcontractor and submit the resumes of the proposed subcontracting staff assigned to this project as described in Section III- Proposal Requirements.

End of Section
III. Proposal Requirements

A. General

1. All interested and qualified offerors are invited to submit a proposal for consideration. Submission of a proposal indicates that you have read and understand the entire RFP, to including all appendices, schedules, and addendums (as applicable), and that all concerns regarding the RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.

3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

5. All proposals and materials submitted become property of Mesa Water®.

6. Responses are to be clear and complete. Be as specific as possible and include explanations where necessary.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½” x 11” sheets of paper, neatly typed, double-sided, with standard (1 inch) margins and single-spaced with headings, sections, and sub-sections identified appropriately. Font must be at least 11 pt. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. The technical proposal must be divided into five (5) sections with references to parts of this RFP done on a section number and sub-section basis. The sections shall be clearly identified matching the outline in Section III-C.

3. One (1) separate and sealed fee proposal as outlined in Section 2.1 Proposal Submittal, and one (1) original and five (5) copies, and one electronic version (PDF or MS Word format on a CD, DVD, or USB Flash Drive) of the complete proposal must be received by the deadline specified in Section II.B - Proposal Schedule.
4. The original, all copies of the proposal, and the separate and sealed cost sheet or bid must be in a sealed envelope, container, or package stating the following on the outside:
   - Business/Company Name
   - Address
   - Telephone Number
   - Project Title
   - Proposal Deadline

5. Hand carried proposals may be delivered to the address documented in Section II-A during normal business hours, Monday through Friday, excluding holidays observed by Mesa Water®. Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer envelope, container, or package used by such service.

C. Proposal Format

Offerors must provide this information in the following format:

Proposal Cover Page

The outline below is to be used as the cover page for the proposal. These items must be fully completed and signed by an authorized officer of the business entity.

- Name of Business/Company:
- Business/Company Address:
- Telephone Number(s):
- E-mail Address:
- Website Address:
- Federal Tax ID Number:
- Type of Business (Sole Proprietorship; Partnership; Corporation; or Other (Explain)):
- Number of Years in Business:
- Name, title, telephone number and, if different, address of person(s) authorized to represent business entity:
- Name, title, telephone number and, if different, address of person(s) authorized to sign contracts for the business entity:
- Certificate of Insurance showing a minimum of $1 M in Professional Liability (not included in page count).
Proposal Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents as outlined below:

Section 1. Firm Qualifications and Experience (5 pages max)

This section should establish the firm’s ability to perform the required work to the expectations of Mesa Water®. Narrative should include the consulting firm’s background, including main business focus, length of time in business, number of employees, location that will primarily support the project. Any subcontractors utilized on this project must be identified in this section. Areas to focus on include:

- Introduction to the firm
- Strength and stability of firm
- Overview of the firm’s capabilities in project scope
- Provide a description of three projects similar to this scope of work that have been completed for public agencies, water districts, federal government, non-profit organizations, or private companies. Include the name of the organization, and the address, name, email, and telephone number for the owner’s point of contact. Note the relevance of each project to the objectives of this project. Brief descriptions of additional projects that demonstrate the firm’s track record to perform the required services may be included in tabular format.
- Provide reasoning why the prospective firm would be the best choice for providing services as described in the RFP for Mesa Water®.

Section 2. Staff Experience and Availability (6 pages max)

This section should introduce the key staff that the firm shall commit to the project. The section shall include:

- An Organizational Chart that shows the Project Manager, Task Leaders, subconsultants, and other key team members. If the Project Manager is not an Officer of the firm, include a Project Director that is authorized to sign contracts for the firm.
- Biographical sketches of each staff member that consultant expects to lead each task, reason(s) why the staff member was selected to lead the task, and a statement that the proposed staff members are available during the proposed schedule for the task. Include resumes in an appendix, which will not be included in the page.
count. Include the biographical sketches and resumes of any subcontractors that have key roles on the project.

- Current work load for the proposed team members as it relates to the ability to perform this work to the planned project schedule.
- Work Breakdown Structure (WBS) with summary of hours by task and by labor class for the project team members. This should be provided in a table format. Tasks shall align with those set forth in Appendix C Scope of Work. Do not include rates or total cost in the technical proposal.

Section 3. Scope of Work Understanding and Schedule (9 pages max)

The firm should clearly state its understanding of the project objectives, scope of work and anticipated deliverables. There are specific tasks to complete for this project with anticipated deliverables clearly outlined. The selected consultant must complete all tasks; proposals to complete only a portion of the tasks will be deemed nonresponsive and will not be evaluated. Do not simply repeat the scope of work provided in Appendix C. Instead, address the following areas in the proposal:

- Describe the key challenges associated with the project and the firm’s approach to overcoming these challenges.
- Describe your firm’s approach to the work and how it will benefit Mesa Water®.
- Outline processes or steps that the consultant will take to ensure quality deliverables. The process shall include a monthly work status summary report where the project status and schedule adherence shall be reported and challenges identified.
- The contract for this project shall incorporate the scope of work defined in Appendix C. The firm may wish to include options and enhancements to the scope of work for Mesa Water’s consideration. Portions of the firm’s proposal may be considered for inclusion into the contract Scope of Work at Mesa Water’s discretion. The firm shall not be permitted to levy any service or other charges against Mesa Water®, other than those listed in Scope of Work, without being previously negotiated with Mesa Water®.

As part of the firm’s demonstration of Scope Understanding, prepare a proposed Critical Path schedule for the completion of each task and subtask. The schedule shall be prepared using MS Project, and include the following elements:

- Activities
- Milestones
• Early start and finish dates
• Late start and finish dates
• Activity duration
• Logic link relationships between tasks

The schedule may be submitted on 11x17 paper, and will count as one (1) page. As this contract requires ongoing on-site staff support, only provide a schedule for tasks with a fixed deadline.

Appendix A. Resumes of Key Staff
Include resumes of key staff, including key subconsultants staff. Limit each resume to two (2) pages. Resumes are not included in overall page count.

Appendix B. Professional Services Agreement Acceptance Form
Include the signed Professional Services Agreement form from Appendix B of this RFP. Appendix B is not included in the overall page count.

D. Fee Proposal- Separate Sealed Envelope
Please Note: The Fee Proposal is to be kept separate from the technical proposal and submitted separately in a sealed envelope. The costs will be reviewed after the contents of the proposals are reviewed and rankings are determined.

Cost proposal for all items listed in this Request For Proposal (RFP) shall include all labor, transportation, administrative, overhead, incidentals, etc. and all other items as listed in the scope of work. Please submit cost by task, number of hours, level of team member performing task and subtask, and direct costs. Show a total time and materials, not-to-exceed fee to deliver the scope of work. If your proposal includes enhancements above the scope of work, please show the cost of these enhancements below the fees.

End of Section
IV. Evaluation Criteria and Selection Process

A Selection Team established by the Project Manager will review, evaluate, and score the proposals. The scoring system will be based on a scale of 1 to 5 with 5 being the most favorable score. The Evaluation Team shall evaluate the proposals based upon the following weighted criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm and Staff Qualifications &amp; Experience</td>
<td>35</td>
</tr>
<tr>
<td>Company/Staff Availability</td>
<td>25</td>
</tr>
<tr>
<td>Understanding of Scope of Work to be Performed</td>
<td>30</td>
</tr>
<tr>
<td>Proposal Quality</td>
<td>10</td>
</tr>
</tbody>
</table>

The Selection Team may select the proposal that clearly exceeds the others in all mandatory specifications of the RFP or they may select finalist proposals that meet specifications and whose score on evaluation factors is sufficiently high to merit further consideration by the Selection Team.

The Selection Team may conduct interviews with the most qualified and responsive firms. The consulting firms asked to participate in the interview process may be required to submit other information or clarification on submitted proposals.

Each firm interviewed will be expected to provide a brief presentation on their proposed process and respond to a series of questions posed by the Selection Team during a maximum 60 minute period.

The Selection Team may ask for further clarification of the submitted cost prior to completing the selection rankings.

Mesa Water® reserves the right to reject any and all proposals for any reason. Mesa Water® may not proceed, for any reason, with the selection process of a proposer if Mesa Water® deems it is in the best interest of the organization. Mesa Water® shall not be responsible to any of the submitters for the cost to prepare their proposal in response to this RFP.

Proposals must include the entire scope of work as outlined in this RFP.

End of Section
Appendix A: Example Professional Services Contract
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT (Contract) is entered into on Click here to enter a date. by and between Mesa Water District, hereinafter called “Mesa Water®”, and Click here to enter text., hereinafter called “Consultant.”

WHEREAS, Mesa Water® desires certain services hereinafter described and Consultant is capable of providing and desires to provide such service.

NOW, THEREFORE, Mesa Water® and Consultant, for the consideration and upon the terms and conditions hereinafter specified, agree as follows:

SECTION I

SCOPE OF SERVICES

1.1 The services to be performed under this Contract are as described in Appendix One hereunto attached and by this reference made a part hereof. In the event that a conflict or contradiction is discovered between the proposal language and Mesa Water’s standard contract terms, Mesa Water’s standard contract terms shall prevail. Such service shall be performed by individuals as employees of the Consultant, as an independent consultant, and not by or as employees of Mesa Water®.

SECTION II

DUTIES OF CONSULTANT

2.1 Standards. All work performed by Consultant or under its direction shall be sufficient to meet the purposes specified therefor and shall be rendered in accordance with the accepted practices and to the standards of Consultant’s profession.

All service hereunder shall be performed by employees or agents of Consultant who are experienced and skilled in their business and in accordance with the standards of work in their respective professions. Consultant’s findings, recommendations and professional advice shall be based on practices and procedures customary in its profession. Consultant shall provide additional services needed to correct any deficiency in its work at no additional costs or expense to Mesa Water®.

2.2 Additional Work. Consultant shall not undertake any work beyond the scope of this Contract unless such additional work is approved in advance and in
writing by Mesa Water®. The cost of such additional work shall be reimbursed to Consultant by Mesa Water® on the same basis as provided in Section IV.

2.3 Security and Safety. If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the responsibility of Consultant, excluding, nevertheless, the security and safety of any facility of Mesa Water® within the job site, but not under the control of Consultant.

In providing its services hereunder, Consultant shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the project. In the event that Mesa Water® becomes aware of the presence of asbestos or hazardous material at the job site, Mesa Water® shall be responsible for complying with all applicable federal and state rules and regulations and shall immediately notify Consultant, which shall then be entitled to cease any of its services that may be affected by such presence, without any liability to Consultant arising therefrom.

2.4 Consultations. Consultant shall meet with Mesa Water® personnel, or third parties as necessary, on all matters connected with carrying out of Consultant’s services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and Mesa Water® approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

2.5 Data. Consultant agrees that all data and information, including without limitation specifications, designs, drawings, reports, and blueprints, generated in the performance of this Contract and data and information that are specified to be delivered or which are, in fact, delivered pursuant to this Contract shall be and remain the sole property of Mesa Water®. Consultant understands and agrees that all rights under copyright and patent laws under this Contract to drawings, records, data or other work product belong to Mesa Water®, unless otherwise stated. Consultant hereby assigns any and all rights under copyright and patent law to Mesa Water® and agrees to assist Mesa Water® in perfecting the same. Consultant shall deliver all records, drawings, data, information and work product resulting from this Contract to Mesa Water® upon Mesa Water’s request and in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Contract, said documents shall be delivered to Mesa Water® without additional cost to Mesa Water®.

2.6 Subcontracting. Performance of this Contract may not be subcontracted in whole or in part without the prior written consent of Mesa Water®. Any
subcontractors under this Contract with an estimated cost greater than $1,000 shall not be awarded without Mesa Water’s prior written approval. Lists of proposed subcontracts and proposed subcontractors shall be submitted to Mesa Water®.

SECTION III

DUTIES OF MESA WATER®

3.1 Provision of Information. Mesa Water® shall make available to Consultant all data and information in the possession of Mesa Water® which Mesa Water® deems necessary to the preparation of the work, and Mesa Water® shall actively aid and assist Consultant in obtaining such information from other agencies and individuals. Except as specifically provided in the scope of services, Consultant shall be entitled to rely upon the accuracy of data and information provided by Mesa Water® or others without independent review or evaluation.

3.2 Review of Progress of Work. Mesa Water® Management may authorize a staff person as a representative to confer with Consultant relative to Consultant’s services hereunder. The work in progress hereunder shall be reviewed from time to time by Mesa Water® at the discretion of Mesa Water® or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, Mesa Water® will inform Consultant of the changes or revisions necessary to secure approval.

SECTION IV

FEES AND PAYMENTS

4.1 Payment Schedule. Payment for the services hereinabove described shall be made upon a schedule and within the limit or limits shown upon Appendix Two hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work. In the event that a conflict or contradiction is discovered between the proposal language and Mesa Water’s standard contract terms, Mesa Water’s standard contract terms shall prevail.

4.2 Statements. Unless otherwise specified in said Appendix Two, Consultant’s fees shall be payable on monthly statements; such statements shall give a detail of time worked by each class of employee, services (or tasks) performed, and the itemized expenses incurred and accompanied by receipts for which billing is made and shall contain the following affidavit signed by a principal of the firm of Consultant:
"I hereby certify as principal of the firm of ___________________________ that the charge of $ ______________ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Contract dated ____________, 20___, and has not been previously paid."

Compensation is clearly outlined in Appendix Two. This information includes rates by individual/title grouping, the not-to-exceed amount of the Contract, whether the payments will be periodic or paid in a lump sum, and a list of expenses for which the Consultant(s) will, or will not, be reimbursed.

SECTION V

CHANGES IN WORK

5.1 Extra/Changed Work. Mesa Water® may order major changes in scope or character of the work, either decreasing or increasing the amount of Consultant’s services. Increased compensation for major changes shall be determined in accordance with Appendix Two hereof, or as otherwise agreed to, in writing, between the parties.

5.2 Change of Schedule. In the event that major changes are ordered, the schedule for completion as stated in Appendix Three hereto will be adjusted by negotiation between Consultant and Mesa Water®.

5.3 Change Authorization. No representative of Mesa Water®, other than the General Manager, is authorized to obligate Mesa Water® to pay the cost or value of services beyond the scope thereof as herein described.

SECTION VI

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

6.1 Commencement of Work. Consultant shall begin work upon receipt by it of written Notice to Proceed from Mesa Water® Management which said notice shall not be issued until after this Contract has been approved and authorized by Mesa Water®.
6.2 **Completion Schedule.** The schedule for completion of the work shall be as shown upon Appendix Three hereunto attached and made a part hereof. Consultant shall complete the work set forth in Appendix One in accordance with the schedule for completion shown in Appendix Three.

6.3 **Suspension of Services.** Mesa Water® may, at any time and without cause, suspend all or a portion of the services of Consultant for a period of not more than ninety (90) days by notice in writing to Consultant. Consultant shall resume the service on receipt from Mesa Water® of a notice of resumption of services. Any change to the contract, price or time of completion sought by Consultant as a result of suspension hereunder, shall be processed as a change order under the provisions of Section V hereof.

**SECTION VII**

**DELAYS AND EXTENSIONS**

7.1 **Delays.** In the event Consultant is delayed in performance of its services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule for Completion as described in Appendix Three. All claims for adjustments in the Schedule for Completion must be submitted to Mesa Water® by Consultant within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

**SECTION VIII**

**TERMINATION**

8.1 **Termination by Owner.** Mesa Water® may terminate this Contract at any time by giving Consultant written notice thereof. Upon termination, Consultant will be paid for that portion of the work completed prior to termination.

8.2 **Termination by Consultant.** Consultant may terminate this Contract upon written notice to Mesa Water® should Mesa Water® fail to fulfill duties as set forth in Section III.

8.3 **Effect Upon Records.** Upon termination, Consultant shall turn over to Mesa Water® all of the documents, records, papers and other work product related to this Contract, which shall, at the option of Mesa Water®, become Mesa Water® property. Mesa Water® shall not be liable for any costs other than as specified in this Contract.

8.4 **Examination of Records.** Mesa Water® shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to
examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Contract.

8.5 Change in Consultant’s Status. The financial capability and status of Consultant were substantial inducements for Mesa Water® to enter into this Contract. Therefore, Consultant shall, and hereby specifically acknowledges its duty to do so, notify Mesa Water® of any significant financial change, or significant change in status of Consultant within seven (7) days of significant financial change or significant change in status. “Significant financial change” or “significant change in status” shall mean the following:

- Any action(s) by which Consultant shall consolidate with, merge, or convert the Consultant into another (partnership or corporation),
- Any filing of bankruptcy by the Consultant (or any of its partners),
- Loss of Consultant’s professional qualifications, and
- The fact that Consultant is no longer in compliance with federal or state equal opportunity laws.

SECTION IX

ATTORNEYS’ FEES

9.1 If either party brings an action or proceeding against the other party by reason of default of any term or condition of this Contract, or otherwise arising out of this Contract, the prevailing party in such action or proceeding shall be entitled to recover, as an element of its cost of suit, and not as damages, reasonable attorneys’ fees, which shall be payable whether or not such action is prosecuted to judgment. The “prevailing party” as the term is used herein, shall be the party who is entitled to recover costs of suit, whether or not such suit proceeds to final judgment, and shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or considerations substantially equal to the relief sought in such action.

SECTION X

INDEMNIFICATION/HOLD HARMLESS

10.1 Consultant shall be solely responsible for any injury or damage to any person or property howsoever occasioned by or arising out of Consultant’s willful misconduct or negligent performance of the work hereunder. Consultant shall assume the defense and indemnify and hold harmless Mesa Water®, its officers, directors, agents and employees, from every claim, expense, liability, or payment for any such injury or damage.
SECTION XI

INSURANCE

11.1 Insurance requirements shall be as set forth in Appendix Three hereto attached.

SECTION XII

MISCELLANEOUS PROVISIONS

12.1 **Gratuites.** Consultant warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to Mesa Water’s employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

12.2 **Interpretation.** The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Contract.

12.3 **Project Manager.** Mesa Water® Management reserves the right to approve the project manager assigned by Consultant to said work.

12.4 **Limitation on Assignment.** This Contract shall not be assigned without first obtaining the express written consent of Mesa Water®.

12.5 **Status of Consultant.** Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services as Consultant may render. Consultant shall at all times retain the status of an independent consultant with Mesa Water®. Nothing within this Contract shall be construed so as to make Consultant, or any of its agents or employees, the employee(s), partner(s), or joint venturer(s) of or with Mesa Water®.

12.6 **Licensing.** Consultant warrants that they have complied, and shall comply, with any and all applicable state licensing requirements.

12.7 ** Entire Contract.** This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement, or promise related to the subject matter of this Contract which is not contained in this Contract shall be valid or binding.
12.8 **Ownership of Work.** All work performed pursuant hereto shall, upon completion, become the property of Mesa Water®. In the event the work is not completed, the completed portions thereof shall become the property of Mesa Water®.

12.9 **Waiver.** Either party to this Contract may specifically and expressly waive, in writing, compliance by the other party hereto with any term, condition or requirements set forth in this Contract. Either party to this Contract may specifically and expressly waive, in writing, any breach of any term, condition, or requirement of this Contract by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained within such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Contract that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to an act, except as otherwise specified in this Contract.

12.10 **Job Costing.** Any opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of Mesa Water®. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to consultant bids or actual cost to Mesa Water®.

12.11 **Notices.** Any notice, request, demand, consent or approval, or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the party, or deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

To Mesa Water®: Mesa Water District  
Attention: General Manager  
1965 Placentia  
Costa Mesa, CA 92627

To Consultant: Click here to enter text.

Attention: Click here to enter name.  
Click here to enter address.  
Click here to enter City/State/Zip.
12.12 **Jurisdiction.** The parties hereby understand and agree that this Contract, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action shall be with the appropriate court of the County of Orange, State of California.

12.13 **Amendments.** No addition to, or modification of, any provision contained in this Contract shall be effective unless fully set forth in writing signed by the authorized representative of both of the parties hereto.

12.14 **Signatories.** The signatories hereto do warrant that they are appropriately authorized to execute this Contract on behalf of the party for which they signed.

**IN WITNESS WHEREOF,** the parties have executed this Contract the day first hereinabove written.

**CONSULTANT**

By: ________________________________
Principal

**MESA WATER DISTRICT**

By: Paul E. Shoenberger, P.E., General Manager

Print Name: ________________________________

Board Approved: Click here to enter the Board Approved date.
APPENDIX ONE

SCOPE OF SERVICES

In the event that a conflict or contradiction is discovered between the proposal language and Mesa Water’s standard contract terms, Mesa Water’s standard contract terms shall prevail.
APPENDIX TWO

FEE SCHEDULE

In the event that a conflict or contradiction is discovered between the proposal language and Mesa Water’s standard contract terms, Mesa Water’s standard contract terms shall prevail. Mesa Water’s payment terms are Net 30.

Cost proposal for all items listed in this Request For Proposal (RFP) to include all labor, transportation, administrative, overhead, incidentals, etc. and all other items as listed in the scope of work.

Component 1 – EHS Support Services

<table>
<thead>
<tr>
<th>No</th>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>On-Site Consultant Staff Support</td>
<td></td>
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<tr>
<td>2.</td>
<td>Program Review and Update</td>
<td></td>
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<tr>
<td>3.</td>
<td>Job Hazard Analysis</td>
<td></td>
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<tr>
<td>4.</td>
<td>On-Site Emergency Preparedness Training</td>
<td></td>
</tr>
</tbody>
</table>

Total Cost

Component 2 – EHS Audit

<table>
<thead>
<tr>
<th>No</th>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EHS Audit Kickoff Meeting</td>
<td></td>
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<tr>
<td>2.</td>
<td>On-Site Review</td>
<td></td>
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<tr>
<td>3.</td>
<td>Review of Previous Year’s EHS Audit Recommendations</td>
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<tr>
<td>4.</td>
<td>EHS Audit Report</td>
<td></td>
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<tr>
<td>5.</td>
<td>EHS Audit Presentation</td>
<td></td>
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</tbody>
</table>

Total Cost
INSURANCE REQUIREMENTS

The following coverages (below) will be provided by Consultant and maintained on behalf of Mesa Water®, its directors, officers, employees, and authorized volunteers in accordance with the requirements set forth herein.

Commercial General Liability Insurance. Primary coverage shall be provided on Insurance Services Office CGL form No. CG 00 01 11 85 or 88. Policy limits shall be no less than one million dollars per occurrence for all coverages and two million dollars general aggregate applicable exclusively to this project. There shall be no cross liability exclusion. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance (primary or excess) available to Mesa Water®, its directors, officers, employees, and authorized volunteers. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of Mesa Water® as established by agreement between the parties or by the findings of a court of competent jurisdiction. Mesa Water®, its directors, officers, employees, and authorized volunteers shall be added as insureds using Insurance Services Office additional insured endorsement form CG 20 10 11 85.

Business Auto Coverage. Primary coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non-owned, and hired autos. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to any umbrella policy as applicable. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers’ Compensation/Employer’s Liability shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employer’s liability limits shall be no less than one million dollars per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects Mesa Water®, its directors, officers, employees, and authorized volunteers. By the signatures hereunder, each party certifies that it is aware of the provision of Section 3700 of the California Labor Code which requires every employer (and their consultants and subcontractors) to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this Contract.

Professional Liability or Errors and Omissions Insurance. Coverage as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work
performed under this Contract. Any policy exclusions affecting work performed under this Contract (such as lead, asbestos, testing, soil work, laboratory analysis, etc.) must be deleted. The policy limit shall be no less than one million dollars per claim and in the aggregate. The limit must be separate from other project limits and applicable to this project only. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance (primary or excess) available to Mesa Water®, its directors, officers, employees, and authorized volunteers. If the work contemplated by this Contract includes any asbestos removal, identification or other treatment, any failure to detect asbestos exclusion must be deleted. Exclusions for any claims arising out of suspected deficiency, or the malfunction of any products, process technique, system, or piece of equipment sold, procured, or otherwise furnished, is to be deleted.

**General conditions pertaining to provision of insurance coverage.** Consultant and Mesa Water® agree to the following provisions regarding insurance provided:

1. Consultant agrees to provide insurance in accordance with the requirements set forth here. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, Mesa Water® has the right, but not the duty, to obtain the insurance it deems necessary and Consultant will promptly reimburse any premium paid by Mesa Water®.

2. All insurance coverage and limits provided by Consultant and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract or any other contract relating to Mesa Water® or its operations limits the application of such insurance coverage.

3. Unless otherwise approved by Mesa Water®, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum “Best’s” Insurance Guide rating of A-:VII. Self-insurance will not be considered to comply with these insurance specifications.

4. Any “self-insured retention” must be declared and approved by Mesa Water®. Mesa Water® reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting, or other mechanisms to avoid risk transfer are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to Mesa Water® before any notice to proceed is issued.
5. Consultant agrees to provide evidence of the insurance required herein, satisfactory to Mesa Water®, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) an additional insured endorsement to Consultant’s general liability policy using Insurance Services Office form CG 20 10 11 85. Consultant agrees, upon request by Mesa Water®, to provide complete, certified copies of any policies required by this section, within ten days of such request. Any actual or alleged failure on the part of Mesa Water® or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of Mesa Water® or any additional insured, in this or any other regard.

6. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Mesa Water® of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation or that any party will “endeavor (as opposed to being required) to comply with the requirements of the certificate(s).”

7. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant’s insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Mesa Water® within five (5) days of the expiration of the coverages.

8. Consultant agrees to require all subcontractors or other parties hired for this project to provide the same insurance as required of Consultant unless otherwise agreed to by Mesa Water®. The subcontractor’s general liability insurance shall add as additional insureds all parties to this Contract using Insurance Services Office form CG 20 10 11 85. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.
Appendix B: Professional Services Agreement Acceptance Forms
Appendix B: Professional Services Agreement Acceptance Form

Firm Name: ____________________________________________________________

Address: __________________________________________________________________

City ________________________     State ________ Zip Code ______________

Telephone: __________________________     Fax: ________________________

I have reviewed the RFP and Professional Services Agreement in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: _____________________________________

Signature of Authorized Representative: _________________________________

Date: ______________________________
Appendix C Scope of Work

The scope was written to define the regulatory requirements to be fulfilled and allow Mesa Water® to provide input and approvals for each program, while allowing the consultant the flexibility to bring best practices to the programs.

Component 1
EHS Support Services

Task 1 – On-Site Consultant Staff Support

Mesa Water® is requesting an on-site consultant to act as our Safety Coordinator. Mesa Water® assumes the duration will be two days per week for each week; however, the proposers may submit alternate schedules with an explanation of the benefits of the schedule. Mesa Water will provide a single workstation, including office, telephone, computer, and printer. The on-site staff support consultant will perform regular safety inspections and provide general safety input to Mesa Water operations. The staff support shall include on-site time, project management, and quality reviews of the written programs. Mesa Water prefers to have one individual assigned to the on-site role. Example on-site tasks include: providing or scheduling safety training per the Training Matrix and for all new employees; participating in the Safety Ambassadors program and meetings; identifying new and changed regulations that apply to Mesa Water; performing monthly job-site inspections and quarterly facility inspections; coordinating the disposal of hazardous waste; evaluating PPE and safety equipment; other support as needed.

Task 1 Deliverables

- Weekly tailgate topics relevant to field work performed by Mesa Water staff. This shall include monthly safety quizzes on key subjects such as trenching and shoring, confined space entry, and fall protection.
- Written reports of findings for monthly jobsite inspections, complete with recommendations for re-training and reinforcement.
- Completed reports for quarterly facilities inspections (9 sites minimum), including recommendations for improvement and compliance.
- Written Root Cause Analyses as required for safety incidents.
- Written recommendations on safety equipment and personal protective equipment.
- Safety training handouts and slide decks for safety trainings provided.
- Updated Training Matrix after each training session
- Quarterly Training Reports
- Updated site-specific Hazardous Materials Business Plans
Task 2 – Program Review and Update
Consultant will review annually and update only as needed up to 24 core EHS written programs/policies and associated training presentations. The goal of the written program update is to meet the letter and intent of Cal/OSHA and Cal/EPA requirements. The updated programs should be commensurate with the Mesa Water’s safety and environmental risks. The core programs include the following:

- Accident Investigation Program
- Alcohol & Controlled Substance Testing Program
- Asbestos Containing Materials Program
- Bloodborne Pathogens Program
- Confined Space Program
- Emergency Action Plan
- Excavation and Trenching Program
- Fall Protection Program
- Fire Prevention Plan
- Forklift Operations
- Hazard Communication Program
- Hazardous Energy Control Procedure
- Hazardous Waste Program
- Hearing Conservation Program
- Heat Illness Prevention
- Hazardous Materials Business Plan Updates
- Injury and Illness Prevention Plan
- Overhead Crane Program
- Personal Protective Equipment Program
- Physical Inspections Training/Program
- Respiratory Protection Program
- Slings and Hoisting Equipment Program
- Spill Prevention Plan
- Arc Flash and Electrical Safety Program

Task 2 Deliverable
The consultant will deliver each updated program in MS Word Track Changes for view by Mesa Water. The final version will incorporate Mesa Water’s review comments.

Task 3 – Job Hazard Analyses (JHA)
Consultant will annually develop Job Hazard Analyses (JHA) for up to 10 tasks identified by Mesa Water. The consultant will submit a draft JHA form or format for review and approval by Mesa Water prior to the first evaluation. The consultant developing the JHAs will observe and interview Mesa Water employees as they perform each task. The JHAs will identify potential hazards associated with ergonomics, chemical use or exposure, and physical hazards. For each hazard identified, the consultant will perform a risk analysis based on severity of hazard and frequency of exposure. Based on the hazard and risk, the consultant will list personal protective equipment (PPE) that is required or recommended for the task.
Task 3 Deliverables
- Draft JHAs for up to 10 tasks for review by Mesa Water annually
- Final JHAs that incorporates Mesa Water’s comments on the drafts

Task 4 – On-Site Emergency Preparedness Training
Consultant will coordinate with local and regional emergency preparedness staff (WEROC) in the planning of local and regional Emergency Preparedness exercises. Consultant will provide position-specific training to all Mesa Water staff with a role in the EOC. Mesa Water assumes two (2) days per month for this effort.

Task 4 Deliverables
- Position-specific EOC training guidance (updated and trained annually) for 13 positions.
- Training plans and exercise injects for a minimum two (2) tabletop exercises annually.
- Written after-action reports for each tabletop exercise including areas of success and suggestions for improvement.

Component 2
Annual EHS Audit

Annual EHS Audit - Project Summary
The objective of the Annual EHS Audit is to provide Mesa Water with a high-level evaluation of the status of the EHS programs relative to the following questions:

- Is there a written compliant program in place?
- Have 90-100% of the affected employees been trained?
- Are the procedures outlined in the program being followed in routine operations?

In 2014, a scorecard was developed to rate the status of each of the program areas between 0 and 100% based on the 2014 Annual EHS Audit results. The scorecard was created to be able to compare Mesa Water’s progress in EHS performance over time. The following tasks will be performed:

Task 1: EHS Audit Kickoff Meeting
An EHS audit kickoff meeting to be conducted with the General Manager, Project Manager and the EHS Audit Team. The purpose of this meeting is to review and confirm the scope, deliverables, and schedule.
Task 2: Onsite Review

The EHS Audit Team will conduct one day of onsite review that will include, but is not limited to:

- Pre-review of each physical safety program including procedures, training presentations, etc.
- On site assessment that includes:
  - Observations of personnel.
  - Documentation reviews.
  - Interviews with selected employees knowledgeable in each physical safety program.
  - Confirmation of OSHA 300 Form was signed, submitted, posted.
  - Confirmation of Quarterly Physical Inspection Forms (Title 8 CCR 3203) were conducted. Ensure that the Issues marked as “NO” were addressed and corrected.

Site Review Locations

- Various construction/repair work locations
- Well 1
- Well 3
- Well 5
- Well 7
- Well 9
- Mesa Water Reliability Facility
- Reservoir 1
- Reservoir 2
- District Office: 1965 Placentia Campus

The identified program areas to be covered by the EHS Audit are:

- Injury and Illness Prevention Program
- Confined Space Program
- HazCom Program
- Emergency Action Plan
- Control of Hazardous Energy Program
- Arc Flash and Electrical Safety
- Accident Investigation
- Hazardous Waste and DOT Program
- Heat Illness Prevention Program
- Fall Protection Program
- Fire Prevention Plan
- Forklift Operations
- Overhead Crane Operations
- Slings and Hoisting Equipment
• Bloodborne Pathogens Program
• Alcohol and Controlled Substances Program
• Asbestos Containing Materials Program
• Excavation and Trench Safety Program
• Personal Protective Equipment Program
• Physical Inspections Program
• Respiratory Protection Program
• Hearing Conservation Program
• Hazardous Materials Business Plans
• Spill Prevention Control and Countermeasure Plan

**Task 3: Review Previous Year’s EHS Audit Recommendations**

The EHS Audit Team will review the previous year’s EHS Audit recommendations and provide the status of each recommendation.

- Implemented
- In Progress
- Not Implemented

**Task 4: EHS Audit Report**

Upon completion of the EHS Audit and any necessary follow-up in-office review of written procedures and documentation, the EHS Audit Team will develop a written report that will include:

- An executive summary of the overall level of compliance with applicable regulations
- The scope and details of the project and onsite inspection
- A summary table containing the applicable requirements supported by the regulatory citation, compliance assessment findings and assessment of the required program elements
- A updated 2018 EHS Scorecard, detailed and a high level “snap shot”

**Task 5: EHS Audit Presentation**

A presentation of EHS Audit results will be prepared and delivered to the Board of Directors. The presentation will not exceed 10 slides and will take a maximum of 10 minutes to present. A draft presentation will be delivered to the Project Manager 7 business days prior to the meeting for review and approval. The presenter will be expected to deliver an onsite pre-board presentation run through with the Project Manager the day of the Board Meeting.
Deliverables for Component 2

Products Delivered:

- EHS Audit Report
- 2018 Scorecard
- Presentation of EHS Audit Results

All deliverables will be internally reviewed by a qualified technical subject expert and document production personnel prior to delivery of the draft and final report.
Response to Request for Written Quote – Mesa Water District Environmental, Health and Safety Program Support Services
BSI Proposal

Prepared for:
Mesa Water District
Carrie Fesili
Water Operations Coordinator

March 30, 2018

Prepared by: Jessica Smith Penhall
Senior Consultant
jessica.smith@bsigroup.com

Reviewed by: Danielle Reilly, CIH
COO
Danielle.reilly@bsigroup.com

...making excellence a habit.
March 30, 2018

Mesa Water District
Attn: Carrie Fesili
carrief@mesawater.org

Dear Ms. Fesili:

BSI EHS Services and Solutions (BSI) is pleased to present this proposal for services in support of the Mesa Water District (Mesa Water) Environmental, Health and Safety (EHS) Program. BSI would be honored to continue our partnership with Mesa Water to drive safety culture and manage important health and safety programs used to protect employees and the community. At BSI, we believe that excellence is a habit that can be created through innovation and consistency.

BSI was founded in 1990 as Environmental and Occupational Risk Management (EORM) in San Jose, California. EORM was acquired by BSI Group in 2015. BSI is registered as a C Corp (#77-0311521) and is headquartered at 4 North Second Street in San Jose, California with several offices throughout the United States. If selected, the BSI office located at 23382 Mill Creek Drive, Suite 110, Laguna Hills, California 92653 will serve as the main contact office for this project. Phone numbers and contact information can be found below. You can visit the BSI website here: https://www.bsigroup.com/en-US/professional-services/environmental-health-safety/.

Certificate of Insurance is provided in Attachment 1.

We very much appreciate the opportunity to present our approach for continued support of your key health and safety programs and believe that BSI is the right partner for Mesa Water. We share a culture of innovation with Mesa Water and believe that creativity and responsiveness are the hallmarks of a successful partnership. We look forward to a continued conversation throughout the selection process.

We look forward to your feedback.

Sincerely,

Reviewed by:

Jessica Smith Penhall
Senior Consultant
jessica.smith@bsigroup.com
949.420.0667

Danielle Reilly, CIH
Chief Operating Officer
danielle.reilly@bsigroup.com
408.790.9204
## Table of Contents

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- Section 3: Scope of Work Understanding and Schedule 9

**Attachments**
- Appendix A – Staff Resumes
- Appendix B – Professional Services Agreement Acceptance Form
- Appendix C – Certificate of Insurance
- Appendix D – Program Update Progress Chart
Information Requested

Section 1: Qualifications and Experience

BSI EHS Services and Solutions provides a comprehensive range of strategic, management, and technical consulting solutions: assessment, compliance, risk management, reporting, training, corporate responsibility, communications, and more.

Headquartered in San Jose, California, BSI EHS Services and Solutions has an office in Laguna Hills with staff living near Mesa Water to support the client site. In addition, we have strategically located offices across the United States, and partners around the world. We are a national company with a global reach comprised of 300+ national multidisciplinary staff with extensive training and experience in diverse EHS management and technical practice areas including a strong team of Certified Safety Professionals (CSPs), Certified Professional Ergonomists (CPEs), and Certified Industrial Hygienists (CIHs).

BSI EHS Services and Solutions is a financially sound company with a recent average of 20% growth per year. BSI does not have any lawsuits to disclose.

We are also backed by our parent company, BSI Group, which is a Royal Charter Company with over 100 years in business. We share and put into practice every day the overall BSI Values, Vision and Purpose:

**Our Vision**

We want to be recognized and valued as a global business improvement partner of choice:

- The knowledge leader providing the most relevant smart content
- The most trusted authority for approving products and processes
- The leading provider of organizational learning and development
- The most innovative developer of expertise and tools for continual improvement

**What We Do**

We help organizations embed habits of excellence in their products, processes, and people. We do that by defining what good looks like and developing best practice solutions that help organizations improve their performance, manage their risks, and grow sustainably.

**The Benefits of Working with Us**

By working with BSI, companies become organizationally resilient – which means they are adaptive, agile, robust, and can “pass the test of time.”
BSI EHS Services and Solutions is pleased to present this proposal to continue to partner with Mesa Water District (Mesa Water) in creating and maintaining high-quality Environmental, Health and Safety (EHS) programs. This proposal contains information about our organization, our qualifications to serve Mesa Water as an EHS resource, and availability and timeframe for this support.

Our long history of working with local city and county government agencies, as well as other municipalities, provides a unique opportunity to combine benchmarking of best-in-class programs in local government with a deep understanding of day-to-day operations. This understanding and industry perspective will allow BSI to deliver top quality support in the most efficient manner possible. BSI has also been supporting Mesa Water’s EHS programs and projects since 2012 and is familiar with all Mesa Water sites and operations, is knowledgeable in the Mesa Water computer systems and programs and has built a strong professional relationship with the staff.

For more than 30 years, we have helped clients optimize their EHS programs by managing risks, reducing costs, increasing productivity, and strengthening business advantage. The number and quality of BSI clients underscores the value we deliver. We have more than 450 clients worldwide in the following industries:

- Local, State, and Federal government agencies
- Healthcare
- Biotechnology and Pharmaceuticals
- Food and Agriculture
- Manufacturing and Distribution
- Construction
- Utilities
- Technology, Media, and Communications
- Distribution, shipping, and warehousing

The government agencies we work with include: Contra Costa County, University of California Office of the President (UCOP), City of Long Beach, Irvine Ranch Water District, Sonoma County, Napa County, Dublin San Ramon Services District (DSRSD), City of Walnut Creek, Contra Costa Water Agency, Contra Costa County Sanitation District, Water Research Foundation, California Water Service Co., and more. Particularly noteworthy is our $1.1 Million+ annual contract with Contra Costa County, where we have been providing comprehensive services for more than a decade.
BSI EHS Services and Solutions have been providing services within the scope of the specifications under the present business name for approximately two years, since March 9, 2016. Previously, services were provided under the name of EORM, since 1990.

Below are examples of recently completed (within the last three [3] years) local government contracts, similar in size and scope of work, performed by BSI that demonstrate our ability to provide the services included within the scope of the specifications. References for each project are also included.

<table>
<thead>
<tr>
<th>Project Summary</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of California Office of the President –</td>
<td>University of California Office of the President – Onsite Support and</td>
</tr>
<tr>
<td>Onsite Support and Project Work</td>
<td>Project Work</td>
</tr>
<tr>
<td>Provided staff support to manage laboratory hazard</td>
<td>Provided staff support to manage laboratory hazard assessments for all 10</td>
</tr>
<tr>
<td>assessments for all 10 UC campuses to meet</td>
<td>UC campuses to meet requirements from the California Division of</td>
</tr>
<tr>
<td>requirements from the California Division of</td>
<td>Occupational Safety and Health (Cal-OSHA) and legal settlement</td>
</tr>
<tr>
<td>Occupational Safety and Health (Cal-OSHA) and legal</td>
<td>requirements. Created laboratory Personal Protective Equipment (PPE)</td>
</tr>
<tr>
<td>settlement requirements. Created laboratory</td>
<td>Program and managed distribution of thousands of pieces of PPE to UC</td>
</tr>
<tr>
<td>Personal Protective Equipment (PPE) Program and</td>
<td>lab workers. Created multiple Office of the President Level EHS programs</td>
</tr>
<tr>
<td>managed distribution of thousands of pieces of PPE</td>
<td>and policies including Injury and Illness Prevention Program (IIPP),</td>
</tr>
<tr>
<td>to UC lab workers. Created multiple Office of the</td>
<td>Hazardous Materials Shipping, Patient Handling, Unmanned Aerial</td>
</tr>
<tr>
<td>President Level EHS programs and policies including</td>
<td>Vehicles, etc. Assisted with the development of the system-wide</td>
</tr>
<tr>
<td>Injury and Illness Prevention Program (IIPP),</td>
<td>Workplace Violence (WPV) Prevention in Healthcare program, including</td>
</tr>
<tr>
<td>Hazardous Materials Shipping, Patient Handling,</td>
<td>the development of policies, department-level WPV plans, risk</td>
</tr>
<tr>
<td>Unmanned Aerial Vehicles, etc. Assisted with the</td>
<td>assessments, online awareness-level training, and in-person</td>
</tr>
<tr>
<td>development of the system-wide Workplace Violence</td>
<td>instructor-led aggression response training.</td>
</tr>
<tr>
<td>(WPV) Prevention in Healthcare program, including</td>
<td></td>
</tr>
<tr>
<td>the development of policies, department-level WPV</td>
<td></td>
</tr>
<tr>
<td>plans, risk assessments, online awareness-level</td>
<td></td>
</tr>
<tr>
<td>training, and in-person instructor-led aggression</td>
<td></td>
</tr>
<tr>
<td>response training.</td>
<td></td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$3.5 Million (3-year contract)</td>
</tr>
<tr>
<td>BSI Responsible for % of work</td>
<td>100%</td>
</tr>
<tr>
<td>Timeframe</td>
<td>2014-2017</td>
</tr>
<tr>
<td>Schedule/Budget</td>
<td>Scope of work expectations have been met. All projects have been</td>
</tr>
<tr>
<td></td>
<td>delivered on time within budget.</td>
</tr>
<tr>
<td>Contact/reference</td>
<td>Kristie Elton, System wide Healthcare Risk and Safety Manager – 951.379.2010</td>
</tr>
<tr>
<td>Project</td>
<td>Sonoma County – Combination Outsource Support and Project Work</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-----------------------------------------------------------------</td>
</tr>
<tr>
<td>Summary</td>
<td>Onsite 2 days/week. Plus, multiple county-wide and department-specific programs and trainings (Aerosol Transmissible Disease, Emergency Action Plans and Drills, Electrical Safety-NFPA70E, Ergonomics program development, Fall Protection, Hazard Communication and Chemical Hygiene Plan, Injury and Illness Program development, Respiratory Protection, Workplace violence prevention and site-specific surveys, etc.). County Safety website updated and support, Safety Coordinator development and training, Standard Operating Procedure development, executive team Safety and Risk Management guidance, Federal/State/Local regulatory research and guidance, Cal-OSHA citation tracking and post-inspection corrective action, support team interviews, and various safety support projects.</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$300k (3-year contract)</td>
</tr>
<tr>
<td>BSI Responsible for % of work</td>
<td>100%</td>
</tr>
<tr>
<td>Timeframe</td>
<td>Current contract – Jan 2015-present</td>
</tr>
<tr>
<td>Schedule/Budget</td>
<td>Scope of work expectations have been met. All projects have been delivered on time within budget.</td>
</tr>
<tr>
<td>Contact/reference</td>
<td>Heidi Fowers, Risk Control Manager, 707.565.2940</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Project</td>
<td>County of Santa Clara – Multiple Ongoing Projects</td>
</tr>
<tr>
<td>Summary</td>
<td>County-wide IIPP and Safety Program revisions, Supervisor and Manager 101 training, annual county-wide safety symposium training, online training program development, forklift training, and as-needed program safety support.</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$10-40k per year, varies by project, Open PO</td>
</tr>
<tr>
<td>BSI Responsible for % of work</td>
<td>100%</td>
</tr>
<tr>
<td>Timeframe</td>
<td>2001 – present, ongoing</td>
</tr>
<tr>
<td>Schedule/Budget</td>
<td>Scope of work expectations were met. All projects have been delivered on time and within budget.</td>
</tr>
<tr>
<td>Contact/reference</td>
<td>Tyler Nguyen, Principal Safety &amp; Environmental Specialist Employee Services Agency, 408.441.4286 Desk phone/voice mail</td>
</tr>
<tr>
<td>Project</td>
<td>City of Walnut Creek – Combination Outsource and Project Work</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Summary</strong></td>
<td>City-wide IIPP written program and training, Departmental IIPP addendum development, Safety Committee management, SOPs, general Safety and Risk Management program management guidance, topic-specific program development (hearing conservation, fall protection, hazard communication), Cal-OSHA inspection and appeal support.</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td>$70k ($20k PAOs per project)</td>
</tr>
<tr>
<td><strong>BSI Responsible for % of work</strong></td>
<td>100%</td>
</tr>
<tr>
<td><strong>Timeframe</strong></td>
<td>July 2015-present, ongoing</td>
</tr>
<tr>
<td><strong>Schedule/Budget</strong></td>
<td>Scope of work expectations were met. All projects have been delivered on time and within budget, with the exception of the most recent PAO for the Lesher Center for the Arts Safety and Fall Protection Program, which was over-budget due to the City’s request for additional safety projects that were outside of the original scope of work.</td>
</tr>
<tr>
<td><strong>Contact/reference</strong></td>
<td>Carla Hansen, 925.943.5899, x2108</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project</th>
<th>Water Research Foundation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Summary</strong></td>
<td>BSI was hired to execute a project to determine how best to reduce musculoskeletal injuries. It was determined that a study would be conducted to test the process of setting up Participatory Ergonomic programs within 5 water or wastewater districts. BSI is currently developing the training material and launching the programs in the 5 districts. The final deliverable will be a manual and guide on how to set up a program including lessons-learned and a list of implemented solutions.</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td>$200k</td>
</tr>
<tr>
<td><strong>BSI Responsible for % of work</strong></td>
<td>100%</td>
</tr>
<tr>
<td><strong>Timeframe</strong></td>
<td>December 2016 – December 2018</td>
</tr>
<tr>
<td><strong>Schedule/Budget</strong></td>
<td>To date, the project is on track for schedule and budget.</td>
</tr>
<tr>
<td><strong>Contact/reference</strong></td>
<td>Linda Reekie, Research Manager, 303.734.3423</td>
</tr>
<tr>
<td>Project</td>
<td>Contra Costa County Ergonomics Support Program</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td><strong>Summary</strong></td>
<td>BSI staff conduct ergonomic evaluations and follow-up, while the coordination of evaluators, sourcing, purchasing, and installation of equipment is conducted by another service provider. In addition to conducting evaluations and follow-up, BSI also develops CCC's written program and various program-related forms, develops a list of recommended equipment, develops online ergonomics training, develops and conducts general classroom ergonomics training, develops and conducts customized training classes for departments with unique ergonomic hazards, develops generic and specialized “tailgate” training documents, and co-develops the program's various evaluation and corrective action processes with another vendor.</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td>$75k+ (as a part of BSI's annual $1.1m+ overall contract for a wide variety of services provided to CCC)</td>
</tr>
<tr>
<td><strong>BSI Responsible for % of work</strong></td>
<td>Partial</td>
</tr>
<tr>
<td><strong>Timeframe</strong></td>
<td>Ongoing since pre-2008</td>
</tr>
<tr>
<td><strong>Schedule/Budget</strong></td>
<td>Routinely on time and within budget.</td>
</tr>
<tr>
<td><strong>Contact/reference</strong></td>
<td>Norman Wright, Safety Services Specialist, 925.335.1467</td>
</tr>
</tbody>
</table>
Section 2: Staff Experience and Availability:

The BSI EHS Services and Solutions project team will be led by BSI Senior Consultant Jessica Penhall. Ms. Penhall has extensive experience developing and implementing a wide range of EHS programs and has led our previous work with Mesa Water and other clients. She will be supported by various BSI consultants, with varied skill sets in EHS programs. Ms. Penhall will oversee all aspects of support to Mesa Water. BSI Consultant Nisha Parikh will conduct the emergency operations support for the project, under the direction of Ms. Penhall. As needed, other BSI subject matter experts will be available to Mesa Water for additional support. Overall client satisfaction and contract management will be provided by BSI Chief Operating Officer Ms. Danielle Reilly, CIH.

Danielle Reilly, CIH, Chief Operating Officer/Managing Principal

Ms. Reilly has over 20 years of experience providing strategic EHS support and developing tools to implement programs and management processes for both national and global clients. Her experience includes facilitation of working groups to develop appropriate EHS solutions, EHSMS management, program development and training. Ms. Reilly has managed and performed EHS audits, chemical and physical hazard characterizations, and job hazard analysis for several high-risk operations, SDS development and investigations of Worker’s Compensation claims. In addition, she is a Certified Industrial Hygienist and provides support developing sampling strategies, performing onsite investigations and monitoring and overseeing large industrial hygiene projects. As Chief Operating Officer, Ms. Reilly is responsible for BSI’s EHS Services and Solutions (West) strategy, operational execution and business development throughout the US.
Jessica Smith Penhall, Senior Consultant, Corporate Compliance Officer

Ms. Penhall has 15 years of experience in environmental, health and safety regulatory requirements and project management. She has functioned with minimal supervision in an outsource capacity and assisted in risk management and loss control activities such as job hazard analyses, program development, accident and injury investigations, strategic planning, and ergonomic evaluations, as well as OSHA inspections, building sciences investigations, indoor air quality investigations, accident investigations, and employee complaint response.

Ms. Penhall has accumulated experience in environment, health and safety management systems from program creation to implementation and documentation including workplace violence, lockout/tagout, confined space, emergency evacuation, hazard communication, heat illness prevention, respiratory protection, exposure control programs, emergency action plans, IIPP, ergonomics, asbestos and lead, and much more. She has been responsible for the direction and implementation of safety programs including risk assessment, needs prioritization, program and training development, safety committee leadership, training delivery and coordination, and recordkeeping. In addition, she is responsible for managing company technical staff, and acting as the corporate compliance officer and SoCal Safety Committee team member.

Ms. Penhall was selected as the project manager for this effort due to her personal knowledge of the Mesa Water programs and team and her technical ability to handle the EHS program management. She has the availability to support Mesa Water approximately 16 hours per week.

Nisha Parikh, Consultant

Ms. Parikh is an environmental health and safety professional specializing in industrial hygiene. In addition, she has experience with storm water compliance, air permitting, hazardous materials management, ergonomics, and life safety programs. Her experience also includes emergency preparedness support, having supported multiple clients with evacuation drills, tabletop exercises, program development and supplies management.

Ms. Parikh was selected to handle the emergency response work for Mesa Water due to her technical knowledge in this area as well as her knowledge of Mesa Water’s programs and the programs of the Water Emergency Response of Orange County (WEROC). Ms. Parikh has approximately 2 days per month open to work on Mesa Water Emergency Response programs.

Work Breakdown Structure

<table>
<thead>
<tr>
<th>Task</th>
<th>Consultant</th>
<th>Consulting Level</th>
<th>Hours/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Onsite Consulting Support</td>
<td>Jessica Penhall</td>
<td>Senior Consultant</td>
<td>16</td>
</tr>
<tr>
<td>Task 2 – Program Review and Update</td>
<td>Jessica Penhall</td>
<td>Senior Consultant</td>
<td>1</td>
</tr>
<tr>
<td>Task 3 – Job Hazard Analysis</td>
<td>Jessica Penhall</td>
<td>Senior Consultant</td>
<td>1/Month</td>
</tr>
<tr>
<td>Task 4 – Onsite Emergency Preparedness Training</td>
<td>Nisha Parikh</td>
<td>Consultant</td>
<td>16/Month</td>
</tr>
</tbody>
</table>

All staff resumes are included in Attachment 2.
Section 3: Scope of Work Understanding and Schedule

BSI understands that there are two components and several tasks associated with this scope of work. Each of these tasks and components will have their own timelines and challenges. BSI perceives the technical complexity and limited staff resources (at Mesa Water) to be the key challenges associated with the project.

Component 1

Task 1 – Onsite Consultant Staff Support

The first component includes the day-to-day EHS consulting support provided to the district, Ms. Penhall is currently providing this level of support to the district, and has familiarity with all of the tasks and deliverables. Tasks and deliverables associated with this support include:

- Creation of weekly safety tailgate talks and quizzes.
- Creating, updating, and delivering a wide variety of EHS training.
- Root cause analysis and accident investigation.
- Industrial hygiene monitoring.
- Hazardous materials and waste management including Safety Data Sheet management and EHS program management.
- Creation and management of new required California Accidental Release Program (CalARP) elements.
- Required weekly, monthly and quarterly EHS inspections.

BSI proposes to continue with the existing support model, of providing support every Tuesday and Thursday, if selected. While Ms. Penhall would continue being the face of BSI at Mesa Water she would continue to utilize other BSI experts as needed to manage and comply with the variety of complex environmental, health and safety issues that affect Mesa Water.

Task 2 – Program Review and Update

Mesa Water will benefit from BSI’s site-specific knowledge over the past several years and the extensive technical expertise available in each of the program areas requested. This knowledge will result in technically tailored content during the program review and update. In addition, BSI staff are able to work independently, with little oversight, as an extension of the Mesa Water team. To ensure high caliber deliverables, BSI utilizes a quality review process, whereby work products are reviewed by an approved technical subject matter expert prior to being finalized. Key challenges in completing the program review and update will be timely review of the generated documents by Mesa Water. In order to stay on task BSI proposes to complete six programs per quarter, and set calendar invites with the appropriate reviewing Mesa Water staff to ensure time is blocked off for a timely completion. BSI would also provide regular project updates via email and in person to
communicate deliverable and budget updates, as appropriate. A draft progress chart is included in Appendix D.

**Task 3 – Job Hazard Analyses (JHA)**

BSI has strong familiarity with the hazards associated with all tasks undertaken by Mesa Water staff and currently conducts monthly site inspections to ensure appropriate procedures are being followed utilizing correct PPE. This knowledge will directly translate to the creation of Mesa Water task specific JHAs. Additionally, BSI has strong working relationships with staff to ensure project collaboration and thoroughness of task review. BSI proposes to complete one JHA per month, for the first ten months of the project.

**Task 4 – Onsite Emergency Preparedness Training**

Ms. Parikh is currently providing bi-monthly on-site Emergency Preparedness Training and support has been instrumental in the development of the overall program. She has created position specific trainings and forms, managed updates of the emergency operations plans and developed and led tabletop and functional emergency exercises. All content created by Ms. Parikh goes through the same rigorous quality review process and is reviewed by BSI Certified Business Continuity Planning subject matter experts. Ms. Parikh is very familiar with the Mesa Water mutual aid agreement with WEROC and interfaces monthly with Ms. Kelly Hubbard from that organization by attending required meetings or participating in monthly drills. Ms. Parikh will continue to support Mesa Water in this role if selected.

**Component 2**

**Annual EHS Audit**

Annually Mesa Water seeks a high-level evaluation of the status of the EHS programs relative to the following questions:

- Is there a written compliant program in place?
- Have 90-100% of the affected employees been trained?
- Are the procedures outlined in the program being followed in routine operations?

In 2014, BSI along with Mesa Water developed a scorecard to rate the status of each of the program areas between 0 and 100% based on the 2014 Annual EHS Audit results. The scorecard was created to be able to compare Mesa Water’s progress in EHS performance over time.

BSI will bring in an auditor who is technically competent to complete the audit but who has not worked on any Mesa Water programs or been part of the Mesa Water project to ensure no conflict of interest.

The annual audit consists of a kickoff meeting with applicable staff, including the General Manager and the Business Administrator. During this meeting the scope and schedule are confirmed and Mesa Water begins to schedule activities for the auditor to review while onsite.

During the onsite portion of the audit, the auditor is escorted to the Mesa Water off site facilities, including the reservoirs, well sites and the MWRF as well as other project sites to...
review water distribution teams, field customer service and water production teams. The auditor will review site findings and responses from Mesa Water staff to determine knowledge level and compliance with the 24 required program elements.

Once the onsite portion is complete the auditor will complete a document review of applicable EHS related documentation to ensure compliance with forms and recordkeeping and review the findings to the previous audits to ensure findings were tracked to completion. Once these tasks are complete the auditor will prepare a formal report of findings as well as the audit score card, send through quality review and provide it to Mesa Water for approval and review. Finally, after the report has been reviewed and approved, Ms. Reilly will present the findings to the Mesa Water Board of Directors.
Appendix A – Staff Resumes
Jessica Smith Penhall
Senior Consultant, Corporate Compliance Officer

Summary of Experience
Ms. Smith Penhall has 12 years of experience in environmental, health and safety regulatory requirements and project management. She has functioned with minimal supervision in an outsource capacity and assisted in risk management and loss control activities such as job hazard analyses, program development, accident and injury investigations, strategic planning, and ergonomic evaluations, as well as OSHA inspections, building sciences investigations, indoor air quality investigations, accident investigations, and employee complaint response.
Ms. Smith Penhall has accumulated experience in environment, health and safety management systems from program creation to implementation and documentation including workplace violence, lockout/tagout, confined space, emergency evacuation, hazard communication, heat illness prevention, respiratory protection, exposure control programs, emergency action plans, IIPP, ergonomics, asbestos and lead, and much more. She has been responsible for the direction and implementation of safety programs including risk assessment, needs prioritization, program and training development, safety committee leadership, training delivery and coordination, and recordkeeping. In addition, She is responsible for managing company technical staff, and acting as the corporate compliance officer and SoCal Safety Committee team member.

Professional Certifications and Memberships
30 Hour OSHA General Industry (29 CFR 1910)
Crisis Prevention Institute Trainer in Non-Violent Crisis Prevention

Education
Ongoing Course work for Bachelors of Science in Occupational Safety and Health, Columbia Southern University
EPA Asbestos Hazard Emergency Response Act: Asbestos Building Inspector (24 Hour), Supervisor (40 Hour), Management Planner (24 Hour) and Project Designer (40 Hour) Training
NIOSH 582 Air Sampling and Analysis for Asbestos
California Department of Public Health Lead-Based Paint Inspector/Assessor (40 Hour) and Project Monitor (40 Hour) Training
Professional Experience

BSI EHS Services and Solutions

Senior Consultant, Manager 2015 to Present
Selected project experience includes:

- Participating in the development of a system-wide workplace violence prevention program for a multiple California health care systems. Project lead for system-wide workplace violence prevention plan, environmental risk assessment development and workplace violence prevention awareness and responder level training development.

- Providing onsite environmental, health and safety support to local water district. Conducting EHS audits of wells, reservoirs and water treatment plant. Site tasks include: creating and updating over 20 EHS programs; developing and conducting EHS training for EHS programs, such as IIPP, hazard communication, confined space, emergency action plan; root cause analysis and accident investigation; facility inspections; and hazardous waste management, including implementation of a hazardous waste program. Interacting with site management, including operations supervisors to achieve EHS goals.

- Conducting, multi-disciplinary EHS compliance assessments and facility inspections to successfully assist clients in prioritization and management of compliance activities.

Consultant, Manager 2005 to 2015
Selected project experience includes:

- Providing onsite environmental, health and safety support to local water district. Conducting EHS audits of wells, reservoirs and water treatment plant. Site tasks include: creating and updating over 20 EHS programs; developing and conducting EHS training for EHS programs, such as IIPP, hazard communication, confined space, emergency action plan; root cause analysis and accident investigation; facility inspections; and hazardous waste management, including implementation of a hazardous waste program. Interacting with site management, including operations supervisors to achieve EHS goals.

- Provided onsite health and safety support to a high profile government research facility with over 7,000 employees and contractors. Site tasks included: root cause analysis for occupational injuries and accidents; tracking corrective actions and cases to closure; providing quality review of injury and illness cases and corrective action plans; creation of safety metrics presentations for site management; acting as site liaison for worker’s compensation and OSHA 300 reporting; and participation in site audits by outside parties and government auditors.

- Participating in operational gap assessments for ISO 14001. Gap assessments evaluate an organization’s current status compared to the requirements for certification to a given standard. A written report is generated that addresses each clause in the standard, findings that support each clause, gaps in conformance, suggested action items to address each gap, and a conformance score for each clause.

- Participating in multi-site, multi-disciplinary EHS compliance assessments and facility inspections to successfully assist clients in prioritization and management of compliance activities.

- Providing safety support, including leading safety committee meetings and conducting facility safety audits.
• Hazardous Materials and Industrial Hygiene sampling and investigations for various chemicals, fumes and dusts.

• Developing and implementing health and safety programs such as injury and illness prevention, emergency response, general office safety, Lockout/Tagout, confined space, hazard communication, and personal protective equipment.

• Developing safety procedures for Lockout/Tagout, chemical hygiene, biological safety, blood borne pathogen exposure control plans, and other health and safety topics.

• Delivering and developing various EHS&S trainings.

• Providing ergonomic support and ergonomic assessments.

• Acting as an BSI technical team lead for building sciences including leading and conducting asbestos, lead and mold surveys and risk assessments and monitoring of project sites. Ms. Smith is involved in these projects from managing and leading teams of field personnel to performing field work of, air sampling and analysis, surveying, report and specification writing, quality review and working as a client liaison.

• Conducting soil sampling and monitoring projects during the removal of contaminated soil and by performing monitoring during disruptions to areas with known methane gas pockets.

Forensic Analytical Specialties, Inc.

Technician, Laboratory and Environmental Services 2003 to 2005

Selected project experience includes:

• Asbestos Surveying, Monitoring and Sampling in Northern and Southern California. Ms. Smith is involved in these projects from scheduling of field personnel to performing field work of asbestos bulk sampling, air sampling and analysis, surveying, report writing and working as a client liaison.

• Microbial Surveying, Monitoring Sampling and Laboratory Work in Northern and Southern California and Nevada. Ms. Smith is involved in these projects from scheduling of field personnel to performing and supervising field work of microbial bulk sampling, air sampling, surveying, analytical laboratory work and report writing.
Nisha Parikh

Consultant

Summary of Experience

Ms. Parikh is an environmental health and safety professional specializing in industrial hygiene. She has conducted exposure assessments for a wide range of chemical and physical agents. Her industrial hygiene experience extends across a variety of settings including hazardous waste facilities, laboratories, carpenter shops, paint shops, lubricant blending, auto mechanic shops, animal research facilities, and an oil refinery. In addition, she has experience developing training materials and conducting ventilation inspections.

Professional Certifications and Memberships

Developing World Outreach Initiative-Volunteer 2010-present
UC-Berkeley Public Health Alumni Association Patricia H. Woods Award Recipient 2011
American Industrial Hygiene Association Scholarship Recipient 2011
American Industrial Hygiene Association – Northern California Section Member 2010-2012

Education

MPH. in Environmental Health Sciences- Industrial Hygiene University of California, Berkeley
BS in Microbiology, Immunology and Molecular Genetics University of California, Los Angeles

Professional Experience

BSI EHS Services and Solutions

Associate Consultant January 2015 to Present
Associate Consultant with this Environmental, Health and Safety and Sustainability consulting firm providing services to a broad range of clients, including research and development organizations, manufacturing, heavy and light industry, pharmaceutical and chemical manufacturers. Project work included:

• Served as a part-time EHS site lead in an outsource capacity at a field office for technology company with research and development operations
  – Developed site specific programs using corporate templates
  – Managed multiple EHS functions including safety (physical and life), environmental compliance, industrial hygiene and ergonomics
  – Worked with onsite partners in a cross functional team
• Acting Emergency Operations Coordinator for a public water utility
  – Develop materials and scenarios for table top exercises
  – Host multi-agency table top drills
  – Develop training materials for staff
  – Maintain adequately stocked Emergency Operations Center

**Consulting Specialist**  
*October 2013 to January 2015*

Selected project experience includes:

• Conducted industrial hygiene sampling for nanoparticles at a research and development laboratory
• Authored an Emergency Operations Plan for a public water utility
• Developed Stormwater Pollution Prevention Plans for multiple clients
• Prepared facility closure plans and reports
• Provided environmental health and safety support during an outsource at a semiconductor manufacturer including industrial hygiene monitoring for chemical contaminants, noise monitoring, ventilation surveys and non-ionizing radiation surveys

**Chevron Energy Technology Company**  
*Occupational Hygiene Consultant*  
*June 2012 to October 2013*

Selected project experience includes:

• Subject matter expert in industrial hygiene for Chevron’s main research and development facility
• Conducted exposure assessments for various agents such as: volatile organic compounds, inorganic acids, hydrogen sulfide, isocyanates, noise, particulates and heavy metals
• Provided safety guidance, PPE recommendations and technical expertise to staff
• Created a strategy for developing exposure profiles of all tasks on site using AIHA IH STAT, Bayesian Decision Analysis and Censored Data Analysis
• Conducted audits of ventilation systems
• Developed cross regional training for voluntary respirator use
• Co-instructor for internal database training during corporate wide course

**University of California Berkeley - Office of Environment, Health and Safety**  
*Industrial Hygiene Intern*  
*2011 to 2012*

Selected project experience includes:

• Assessed mercury exposure from contaminated plant specimens in the university herbarium
• Analyzed ergonomic risk factors and designed interventions for technicians changing rodent cages
• Quantified exposure to volatile organic compounds during chemical waste pick-up
• Characterized carcinogenic chemical hazards for use in campus-wide policy development
• Researched policies on use of select agent bio-toxins for use in development of SOP’s and a university wide policy
• Inspected laboratory hoods to ensure ventilation compliance with Cal/OSHA standards
• Performed internal audits of animal research facilities
“Mercuric Chloride in a Herbarium: An Exposure Assessment” selected for presentation at the AIHce 2012 Graduate Student Poster Session

**Orange County-Health Disaster Management Division**

**Intern**

Selected project experience includes:

- Facilitated discussions among health care providers to develop H1N1 pandemic prevention strategies
- Compiled information regarding the pandemic potential of H1N1 for health care providers
Danielle Reilly, CIH  
*Chief Operating Officer / Managing Principal*

**Summary of Experience**
Ms. Reilly has over 20 years of experience providing strategic EHS support and developing tools to implement programs and management processes for both national and global clients. Her experience includes facilitation of working groups to develop appropriate EHS solutions, EHSMS management, program development and training. Ms. Reilly has managed and performed EHS audits, chemical and physical hazard characterizations, job hazard analysis for several high-risk operations, SDS development and investigations of Worker’s Compensation claims. In addition, she is a Certified Industrial Hygienist and provides support developing sampling strategies, performing onsite investigations and monitoring and overseeing large industrial hygiene projects. As Chief Operating Officer, Ms. Reilly is responsible for BSI’s EHS strategy, operational execution and business development throughout the US.

**Professional Certifications and Memberships**
- Certified Industrial Hygienist, American Board of Industrial Hygienists  
  Certification #8590 CP  
- AIHA National member

**Education**
- B.S. in Industrial Hygiene  
  Utah State University

**Professional Experience**

*BSI EHS Services and Solutions*  
*Formerly EORM, Environmental & Occupational Risk Management, Inc.*  
*(Acquired by BSI, January 2015)*

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<tr>
<th>Position/Title</th>
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<tbody>
<tr>
<td>Chief Operating Officer/Managing Principal</td>
<td>April 2012 to Present</td>
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<tr>
<td>VP of Western Operations/Managing Principal</td>
<td>January 2010 to March 2012</td>
</tr>
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<td>Regional Vice President/Managing Principal</td>
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<td>Regional Manager/Principal Consultant</td>
<td>July 2003 to December 2009</td>
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<tr>
<td>Technician/Specialist/Associate/Senior/Principal</td>
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Ms. Reilly is the Chief Operating Officer and is responsible for business development and operations of BSI’s EHS West. As a Managing Principal, Ms. Reilly is extremely involved in assisting clients with developing strategies, EHS management processes and personally manages
several of BSI’s global accounts. She also manages and provides project support to a variety of industrial hygiene and safety engineering surveys.

Specific examples include:

- Global EHS program development and implementation
- Global EHS benchmarking studies
- Global EHS regulatory reviews and implementation
- Prioritization of Issues (POI) compliance audits for large semiconductor, electronics, biotechnology, energy and construction companies
- Facilitation of Process Hazard Analysis sessions during the design of several high-tech tools
- Benchmarking studies across both private and public sectors to determine best industry practices
- Development of facility-wide industrial hygiene baseline strategies and 3-year sampling studies
- Development and management of comprehensive quantitative job hazard analysis projects
- Management and conducting of complex industrial hygiene projects, including monitoring for airborne and surface chemical contamination, evaluation of ventilation systems, noise, and surveys for ionizing and non-ionizing radiation
- Participation in epidemiological and industrial hygiene chemical studies
- Development of product SDSs in the semiconductor, electronics, and biotechnology industries based on ANSI and OSHA standards for the US, Canada and Europe
- Development of numerous health and safety programs, including Industrial Hygiene Management, Injury and Illness Prevention Program, Hazard Communication, Personal Protective Equipment Program, Lead Compliance, Inorganic Arsenic Control, Confined Space Entry, Storm Water Pollution Prevention, Emergency Action Plan, Radiation Safety, and Respiratory Protection Program
- Developed and conducted training classes at pharmaceutical, semiconductor, and electronics companies on topics such as Manager/Supervisor training, Hazard Communication and Chemical Hygiene, Laser Safety and Radiation Safety

SAIF Corporation, Salem, OR

**Industrial Hygiene Internship**

June 1995 to December 1995

Performed a variety of industrial hygiene surveys, reviewed health and safety programs, and conducted training. Specific experience included:

- Performed occupational exposure sampling for chemical hazards such as arsenic, cadmium, carbon dioxide, carbon monoxide, chlorine, chromic acid, formaldehyde, glutaraldehyde, lead, nitrous oxide, and organic vapors
- Performed occupational noise exposure surveys, utilizing noise dosimeters and sound level meters
- Compiled reports for management to summarize the outcome of exposure monitoring and inspections and offered recommendations
- Organized, inventoried, and maintained all literary resources provided for the Industrial Hygiene Department
Bourns Incorporated Technologies, Logan, UT

**Industrial Hygiene Internship** January 1995 to June 1995

Performed a variety of industrial hygiene surveys. Specific experience included:

- Performed occupational exposure sampling for chemical hazards such as formaldehyde, lead, organic vapors and occupational noise exposure surveys, utilizing noise dosimeters and sound level meters
- Compiled reports for management to summarize the outcome of exposure monitoring, inspection observations and recommendations
Appendix B – Professional Services Agreement Acceptance Form
Appendix B: Professional Services Agreement Acceptance Form

Firm Name: ________________________________________________________

Address: ___________________________________________________________

City ________________________     State ________ Zip Code ___

Telephone: __________________________     Fax: ________________________

I have reviewed the RFP and Professional Services Agreement in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: _____________________________________

Signature of Authorized Representative: ____________________________

Date: _____________________________
Appendix C – Certificate of Insurance
## Certificate of Liability Insurance

**Producers:**
- Lockton Companies
  - 1801 K Street NW, Suite 200
  - Washington DC 20006
  - (202) 414-2400

**Insureds:**
- BSI Services and Solutions (West) Inc.
  - dba BSI EHS Services and Solutions
  - F.K.A. EORM
  - 4 N. 2nd Street, Suite 1270
  - San Jose CA 95113

**Contact:**
- NAME: [Redacted]
- PHONE: [Redacted]
- FAX: [Redacted]
- E-MAIL: [Redacted]
- ADDRESS: [Redacted]

**Insurer(s) Affording Coverage:**
- Insurer A: Zurich American Insurance Company
- Insurer C: American Zurich Insurance Company
- Insurer D: Illinois Union Insurance Company
- Insurer E: [Redacted]
- Insurer F: [Redacted]

**Certificate Number:** 13711290

**Revised Number:** [Redacted]

**Date:** 3/31/2019

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**Certificate Holder:**
- 13711290
- Evidence of Insurance

**Cancellation:**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative:**
- [Redacted]

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Appendix D – Program Update Progress Chart
# Schedule Tracking for Mesa Water Environmental, Health & Safety Program Update

<table>
<thead>
<tr>
<th>Tasks / Projects</th>
<th>Progress Tracker</th>
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</thead>
<tbody>
<tr>
<td><strong>Project Kick Off Meeting</strong></td>
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<tr>
<td><strong>Accident Investigation</strong></td>
<td></td>
</tr>
<tr>
<td>Deliverables: (draft, final)</td>
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<tr>
<td><strong>Alcohol and Controlled Substances</strong></td>
<td></td>
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<tr>
<td>Deliverables: (draft, final)</td>
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<tr>
<td><strong>Asbestos Containing Materials</strong></td>
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<td>Deliverables: draft, final</td>
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<tr>
<td><strong>Bloodborne Pathogens</strong></td>
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</tr>
<tr>
<td>Deliverables: draft, final</td>
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</tr>
<tr>
<td><strong>Confined Space</strong></td>
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<td><strong>Emergency Action Plan</strong></td>
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<td>Deliverable: draft, final</td>
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<tr>
<td><strong>Excavation and Trenching</strong></td>
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<td>Deliverable: draft, final</td>
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</table>

- Diamond symbol indicates progress status.
- Progress Tracker indicates the status of each task.

Note: The progress tracker symbols could represent different statuses such as completed (closed), in progress, open, etc.
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<thead>
<tr>
<th>Category</th>
<th>Deliverables</th>
<th>Progress Tracker</th>
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</thead>
<tbody>
<tr>
<td>Fall Protection</td>
<td>program document, LOTO procedures (draft, final)</td>
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<tr>
<td>Forklift Operations</td>
<td>(draft, final)</td>
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<td>Hazard Communication</td>
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<td>Fire Prevention Plan</td>
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<td>Forklift Operations</td>
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<td>Hazard Communication</td>
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<td>Hearing Conservation</td>
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<td>Overhead Crane Operation</td>
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<td>Bloodborne Pathogens Exposure Control Plan</td>
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</tbody>
</table>
MEMORANDUM

TO: Engineering and Operations Committee
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: May 15, 2018
SUBJECT: Croddy and Chandler Wells and Pipeline Project

RECOMMENDATION

Receive the presentation.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.
Goal #6: Provide outstanding customer service.

PRIOR BOARD ACTION/DISCUSSION

At its August 10, 2017 meeting, the Board of Directors (Board) awarded a contract to Tetra Tech, Inc. for $920,000 plus a 10% contingency for a not-to-exceed amount of $1,012,000 to provide professional engineering design and permitting services for the West Chandler Avenue Well, the South Croddy Way Well, and the Pipeline Project.

At its September 19, 2017 meeting, the Engineering and Operations (E&O) Committee received an information item that a Request for Proposals for Construction Management Services was being solicited.

At its December 14, 2017 meeting, the Board approved Layout Scenario No. 3 Well Site Design which treats each site as a dedicated water production facility and leaves the back of each site open for potential development.

BACKGROUND

As part of the 2014 Master Plan, the Board of adopted a policy stating that Mesa Water’s local water supply reliability be at least 115% of water demand. This requirement provides Mesa Water with the additional assurance to meet demands using local groundwater supplies during peak demand periods and when water production facilities are undergoing routine maintenance.

In March 2017, Mesa Water purchased a 0.42 acre lot containing a 10,000 square-foot industrial/commercial building at 4011 West Chandler Avenue in the City of Santa Ana. The lot is located approximately 0.6 miles outside of Mesa Water’s service area and is intended to house a new well that will provide additional water supply and reliability to the District.

In August 2017, Mesa Water purchased an additional property at 3120 South Croddy Way in the City of Santa Ana. This property is 0.5 acres and contains a 6,700 square foot industrial/commercial building. This new well site is approximately 0.2 miles outside the District service area.
DISCUSSION

As part of the preliminary design, Tetra Tech, Inc. (Consultant) created each site layout, equivalent to the 30% design level, considering various design disciplines such as civil, mechanical, electrical, well drilling, structural, and architectural requirements. Field visits and site surveys were completed to collect the necessary information for the design layout. Each layout considered the following:

- Site constraints
- Site ingress/egress
- Utilities
- Site security
- Sound mitigation
- Chemical handling facilities
- Chemical delivery
- Piping
- Emergency power (i.e., backup generator)
- Mechanical/electrical/radio communication equipment
- Proposed points of piping connection
- Maintaining open space in the rear of each property

The layouts will be presented to the Engineering and Operations Committee at its May 15, 2018 meeting.

FINANCIAL IMPACT

In Fiscal Year 2018, $450,000 has been budgeted for the Croddy and Chandler Wells and Pipeline Project Design.

<table>
<thead>
<tr>
<th>Project Estimate Amounts</th>
<th>Project Cost Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Project Estimate (FY 2018)</td>
<td>$920,000</td>
</tr>
<tr>
<td>Original Contracts</td>
<td>$920,000</td>
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<tr>
<td>Change orders</td>
<td>$0</td>
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<tr>
<td>Requested funding</td>
<td>$0</td>
</tr>
<tr>
<td>Revised Contracts</td>
<td>$0</td>
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<tr>
<td>Actual spent to date</td>
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<tr>
<td>Revised Project Estimate</td>
<td>$920,000</td>
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</tbody>
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ATTACHMENTS

None
REPORTS:

8. REPORT OF THE GENERAL MANAGER:
REPORTS:

9. DIRECTORS’ REPORTS AND COMMENTS: