

Request for Proposals

Programmatic Environmental Impact Report (PEIR) for the Central and West Coast Groundwater Basins Master Plan



Mandatory Pre-proposal Meeting
February 16, 2012
WRD Board Room
4040 Paramount Boulevard
Lakewood, California 90712

Proposal Due:
March 8, 2012, 4:00 p.m.
Submit to:
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, California 90712

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I. INTRODUCTION

In collaboration with the different stakeholders, WRD is in the process of completing the Central and West Coast Groundwater Basins Master Plan (Plan). The Plan intends to identify programmatic objectives that are reflective of anticipated future water demand and consistent with the allowable pumping frameworks of the respective basin judgments. A number of program alternatives, consisting of various broad groundwater management strategies and concepts, will also be developed for purposes of alternative analysis and environmental impact assessment.

The Water Replenishment District of Southern California (WRD or District) would like to solicit proposals from qualified firms for professional services to prepare a Program Environmental Impact Report (PEIR) for the Plan. The scope of work contained herein outlines WRD's minimum requirements for a qualified Consultant to prepare a PEIR for the Plan. The PEIR must adhere to all applicable requirements of the California Environmental Quality Act (CEQA) and CEQA guidelines, and be a legally defensible, useful, objective, and comprehensive document.

The PEIR for the Plan shall be a first-tier, programmatic document that provides an area-wide (WRD's service area) assessment of the potential significant environmental effects of implementing the program objectives and associated groundwater management strategies.

II. BACKGROUND

WRD is a special district established in 1959 under the California Water Code to manage the groundwater resources of the Central and West Coast Basins, which supply water to about four million people over a service area that covers 420 square miles in southern Los Angeles County. WRD is responsible for maintaining adequate groundwater supplies, preventing seawater intrusion into the groundwater aquifers, and protecting groundwater quality against contamination.

In order to maintain adequate groundwater supplies, the District purchases imported and recycled water for artificial replenishment and coordinates with other agencies to maximize the capture of local storm water when it is available.

In recent years, groundwater production in the Basins has ranged between 240,000 and 250,000 acre-feet per year, however, it is expected that groundwater production will increase as the cost of alternative imported supplies increase and become less reliable. As groundwater production increases, the amount of water required for artificial replenishment will also increase by a like amount. This will require the development of locally available supplies, such as recycled water and storm water, or the increased reliance on imported water. To that end, WRD is currently developing a Groundwater Basins Master Plan to serve as an aid to identify when and where increased groundwater production may occur and options available for its artificial replenishment.

III. PROJECT DESCRIPTION

WRD is currently developing a Groundwater Basins Master Plan to serve as a broad guide for the future development of groundwater resources within the Central and West Coast Basins. The Plan identifies a number of program objectives; each consists of a series of groundwater management strategies and concepts. The program objectives are described below.

Program Objectives

- A. Future Base Program – Continue existing groundwater management practices to serve future Groundwater Extraction in the Central and West Coast Basins at full adjudicated rights (maximum extraction level).
- B. Groundwater Recharge Optimization – Implement groundwater recharge strategies to more cost-effectively serve the Future Base Program extraction level.
- C. Hydrologic Balance – Apply strategies to manage water extraction/demand distributions and to obtain hydrologic balance, while serving the Future Base Program extraction level.
- D. Recharge Optimization and Hydrologic Balance – Administer groundwater management strategies and concepts as noted in both “B” and “C” above, to serve the Future Base Program extraction level.
- E. Groundwater Extraction Imbalance – Execute strategies to serve the total future maximum extraction level in the service area; however, extraction level in one basin is higher than the other.
- F. Recharge Supply Limitation – Deploy ground water strategies when imported water supply is not available under drought conditions, while serving the Future Base Program extraction level.

Additionally, the Plan describes a series of potential groundwater management strategies and concepts, which may be implemented in conjunction with the different program objectives. In general, four sets/categories of strategies, ranging from strategically locating the recharge facilities to managing locations/distributions of future extraction, are identified for analysis. The Plan recognizes that different subareas within WRD’s service area present different opportunities and constraints; therefore, a mix and match of different specific strategies may be appropriate to formulate a broad concept for implementation with individual program objectives. Examples of specific strategies are summarized below.

- Strategic Recharge Locations
 - Montebello Forebay
 - Los Angeles Forebay
 - Central Basin Pressure Area
 - West Coast Basin
 - Other opportunistic locations
- Replenishment Facilities
 - Spreading Grounds
 - Injection Wells

- Replenishment Supply Mix
 - Stormwater
 - Imported Water
 - Tertiary Recycled Water
 - Advanced Treated Water
- Extraction Location and Demand Management
 - Individualized pumping /distribution
 - Centralized pumping/ /distribution
 - Individualized well-head treatment/remediation/distribution
 - Centralized treatment/remediation/distribution

IV. PROPOSAL REQUIREMENTS

The PEIR shall be a first-tier, programmatic document that provides an area-wide assessment of the potential significant environmental effects of implementing the different program objectives as described in the Plan. The proposals shall include a methodology intended to be used for the implementation of the PEIR. CEQA documents prepared under this contract shall be designed as a “first-tier” document (as defined in the CEQA Guidelines) that can be used by others for subsequent environmental analysis.

The proposal shall be of such scope and depth to sufficiently describe and demonstrate the proposer’s understanding of and approach to the project. The information requested below will be used to evaluate the respondent’s proposal based on the evaluation criteria outlined in this RFP. Proposals may be deemed non-responsive if they do not respond to all areas listed herein.

A. OVERALL EIR METHODOLOGY

The impact analysis must substantively evaluate indirect/secondary and cumulative impacts, specifically estimating and comparing the expected benefits of the different groundwater management strategies in support of the program objectives/alternatives.

The alternatives analysis must evaluate the environmental effects of each alternative on each impact category. The cumulative impacts analysis must evaluate impacts of the proposed Plan, in combination with the impacts of other reasonably foreseeable projects and plans. Furthermore, these impacts must be evaluated by comparing the expected future impacts of the Plan to both the existing conditions as well as the Future Base Program conditions.

The proposal shall provide a detailed cost estimate and discuss the methodology recommended for the PEIR. The discussion must cover the following topics:

- a) Developing the environmental setting/existing conditions for each environmental impact category.
- b) Methodologies for evaluating each environmental impact area.
- c) Identifying required and recommended impacts and impact categories needed for the analysis.

- d) Developing significance thresholds criteria.
- e) Developing/refining PEIR alternatives from the aforementioned program objectives, and finalizing alternatives-analysis methodology.
- f) Recommend PEIR format and organization.
- g) Provide recommendations for incorporating additional topics such as public health, environmental justice, and adaptation discussions.
- h) Identify any additional technical studies/evaluations determined to be necessary by WRD to augment the program-level analysis. The proposal shall include a discussion of cost, schedule details, and staffing availability for additional technical studies. Topics for additional analyses could include:
 - Air quality
 - Biological resources and endangered species
 - Community Impacts
 - Health / Health Risk Assessment
 - Land Use
 - Open space resources

In response to this RFP, proposals must adequately identify all the assumptions being made by the consultant, such as the work and data expected to be delivered by WRD. The proposal shall outline the analysis and data that the consultant expects to be reasonably available from WRD staff, and list the data needs anticipated for each environmental impact area.

The proposals must also include any comments or suggestions the proposer may have regarding the scope of work for this project, the project schedule, or any other aspects of the work that the proposer feels would be helpful to WRD in selecting a consultant for this project. The proposer should identify the impact on the project schedule and cost estimate that these recommendations would have if accepted. Work scope or tasks above the minimum to complete the work herein shall be clearly identified as “optional” in the Task Hour Breakdown table and cost proposal.

B. ALTERNATIVES ANALYSIS METHODOLOGY

Proposals shall include an explicit recommendation of how analyses of the PEIR Alternatives will be conducted from a program-level perspective, consistent with the pertinent requirements of the CEQA Guidelines. The proposal shall also identify the general cost for each alternatives analysis and ensure the alternatives proposed will achieve a reasonable range of alternatives, per the CEQA Guidelines.

The alternatives or program objectives described herein are anticipated alternatives, subject to change. These alternatives will be refined and modified, as WRD completes and finalizes the Plan. The consultant will be required to assist WRD staff in refining the alternatives,

and be responsible for ensuring that the recommended alternatives analysis are in compliance with applicable CEQA requirements and result in the evaluation and comparison of a reasonable range of legally defensible alternatives. The alternatives analysis must include an explicit quantitative and qualitative comparison among the alternatives, and a summary of this comparison must be presented in a concise matrix that illustrates the relative environmental impacts of each alternative for each impact category.

C. TECHNICAL QUALIFICATIONS

The proposal package shall include the following information that will be used to assess the proposer's technical qualifications.

- *Project Experience* — List four to six reference projects that demonstrate the firm's and sub-consultants' competence to perform work that is likely to be required on this project using the form in Attachment A. Clearly delineate the role of all team members in each of the projects listed. Describe the project, work performed, and references including client contact names and phone numbers using additional pages as necessary. Respondents should identify how the scope of work items listed herein relates to each reference provided. For each of the reference projects listed, provide the following information:
 1. Name and location of project;
 2. A description of type and extent of services provided for each project;
 3. Project schedule milestones (both baseline and “as completed”). Include dates of key milestones and deliverables, completion date or status of the project;
 4. Name and address of each project owner/sponsor;
 5. Name and current phone number of owner's/sponsor's representative intimately familiar with the project, to contact for reference. **Verify that the reference person can be contacted at the phone number provided;**
 6. Applicability and relevance of the referenced project to the services required by WRD; and
 7. Overall cost of each referenced project (both projected and "as completed").
- *Project Team* — Provide an organizational chart for the proposed project team, including sub-consultants. Identify a project manager who will be WRD's main point of contact. Clearly identify who will lead the evaluation of various project components. Identify key tasks and the respective personnel assigned to them. Include the resumes of all members of the project team, including licenses and certifications, as an appendix. Identify the primary office location for each team member, including sub-consultants. Modification to the project team or additions of key personnel not identified in the proposal will not be allowed without prior written approval by WRD.
- *Subconsultants* — List proposed subconsultants or subcontractors, if any, and describe their expertise and qualifications, as well as specific involvement in this project. State the specific duties and pertinent experience of the subconsultants,

including all licenses and certifications. Identify key tasks and the respective personnel assigned to them. Include the resumes of all members of the project team, including licenses and certifications, as an appendix. Include subconsultant's commitment letter to provide the proposer for this project with the listed personnel in the event the proposer is selected.

- *Task-Hour Breakdown* — Provide a table with task-hour breakdowns by the project tasks and subtasks (as well as other subtasks as the proposer see fit) and associated hours required by each of the personnel, as well as total hours. Include hours for meetings and other client communications in the respective tasks. **DO NOT INCLUDE ANY COST INFORMATION OR HOURLY RATES** for these tables. These tables must also be included in the cost proposal (see section below on project costs).

D. PROJECT SCHEDULE

Include a detailed time schedule. The time schedules should be presented as bar graphs, timelines, or Gantt Charts and should detail the time requirements for each of the project tasks, including all optional tasks. Where appropriate, tasks should be broken down into subtasks and included in the schedule. The time schedules should provide the number of working days required for each of the project tasks.

E. PROJECT COSTS

Cost proposals shall be submitted as an appendix, UNDER SEPARATE SEALED COVER AND MARKED AS SUCH. Cost proposals will be opened and reviewed only after work proposals have been reviewed and ranked. Cost proposals shall include the following:

- A breakdown by personnel including total hours and hourly rates for the work specified. These items shall be detailed by task and individuals performing the work, and shall include costs for production staff; and
- A description of the anticipated method of billing for services performed with provisions for monthly billing that will include itemized accounting of hours of personnel, hourly rates, and percent completion for each task identified.

F. CONFLICT OF INTEREST

Provide a statement that the proposer, individuals employed by the proposer, or firms employed by or associated with the proposer, including subconsultants, do not have a conflict of interest with the project. Conflicts of interest include, but are not limited to, financial or other interests in the outcome or eventual development of the proposed project, any vested interest in the proposed future development in the project area, or any financial or other interests in other related developments undertaken by WRD. If a conflict of interest may exist in any form, provide details of the potential conflict. Proposers are subject to disqualification on the basis of a conflict of interest as determined by WRD at its sole and absolute discretion.

G. EXCEPTIONS TO STANDARD CONTRACT

The selected Consultant for this project shall be expected to execute an agreement similar to the sample WRD Professional Services Agreement (included as Attachment B). If any exceptions are taken to any of the terms in the agreement, the proposer should identify the exceptions in the proposal. Proposals submitted that are unwilling to execute the WRD Professional Services Agreement may be rejected.

H. SCOPE OF WORK

The consultant will be responsible for completing all requirements of the scope described herein, and will be expected to provide administrative drafts of the PEIR (Draft PEIR) and Final PEIR (Final PEIR) with sufficient time for internal circulation, review, comment and revision by WRD staff. For the purpose of this RFP, the scope of work is organized in three Phases, as detailed below.

Phase 1. Program Evaluation, Refinement, and Implementation.

The consultant shall, in consultation with WRD staff, devise the general methodologies for PEIR implementation, develop and refine proposed alternatives, and identify any additional technical analysis necessary in order to complete the PEIR. Specifically, the consultant shall complete the following work tasks:

- Prepare a comprehensive meeting and deliverable schedule. The schedule should factor in internal staff document review time, stakeholder input, committee and board approval, discussions with legal counsel, and other factors, such as effects of holidays on the timing of meetings and deliverables. The consultant must demonstrate the ability to meet project milestones and deliverables on schedule and stay within budgets.
- Prepare and complete program objectives and description, including a “Statement of Purpose and Need.” Although the PEIR is not subject to NEPA, the Statement of Purposes and Need will be included in the appendices of the PEIR to facilitate any future project(s) NEPA compliance need.
- Prepare and issue the Notice of Preparation (NOP); conduct scoping meetings, and advise on other early consultation efforts that may be undertaken per CEQA requirements.
- Develop and finalize an overall PEIR analysis methodology in coordination with WRD project team.
- Confirm availability of existing data, and obtain additional data needed for PEIR.
- Identify any additional technical studies/evaluations determined to be necessary by WRD to augment the program-level analysis.
- Initiate required and recommended technical studies, subject to WRD’s direction and approval.

- Initiate alternatives development and impact assessment for the proposed program objectives/alternatives for all identified impact categories, subject to WRD's direction and approval.
- Meet with WRD staff on a regular basis to identify specific issues, concerns, and directions regarding implementation of the PEIR. Attend WRD committee meetings, stakeholders meetings, and outreach meetings that relate to PEIR CEQA requirements.
- Submit monthly progress reports and/or technical memorandum summarizing findings/recommendations resulting from the above tasks (e.g. PEIR analysis methodology).

Phase 2. Preparation of the Draft PEIR

The consultant shall complete all technical analyses as defined above, and prepare the Draft PEIR in accordance with the schedule specified herein. Once the WRD team is satisfied with the Draft PEIR, the document will then be reproduced for public distribution. Specifically, the consultant shall complete the work tasks below.

- Complete all necessary technical studies and analyses for the Draft PEIR, including but not limited to: evaluation/comparison of program objectives; impact assessment of program alternatives for all identified impact categories; assessment of cumulative impact, develop a list of mitigation measures, if any; and prepare GIS maps for report and meeting usage.
- Work with the WRD project team to incorporate all internal comments, prior to releasing the Draft PEIR.
- Initiate release of the Draft PEIR to stakeholders for a 45 day public review period.
- Work with WRD public outreach staff to facilitate public review and response.
- Meet with WRD staff on a regular basis to identify specific issues, concerns, and directions regarding implementation of the PEIR. Attend WRD committee meetings, stakeholders meetings, and outreach meetings that relate to PEIR CEQA requirements.
- Submit monthly progress reports and/or technical memorandum summarizing findings/recommendations resulting from the above tasks (e.g. PEIR analysis methodology).

Phase 3. Preparation of the Final PEIR

After the 45 day public review period for the Draft PEIR, the consultant shall prioritize and assess all relevant comments. Working closely with the WRD project team, the consultant shall prepare written responses to the comments for inclusion in the Final EIR, subject to WRD's approval. This will include all comments received through public

review of the Draft PEIR, including any written and oral testimony given at public hearings or meetings. The Final PEIR for the Plan must be in its final form and ready for adoption by the WRD Board in accordance with the schedule contained herein. Specifically, the consultant shall complete the work tasks below.

- Prepare responses to all comments received on the Draft PEIR.
- Complete a draft PEIR for internal review, incorporating revisions, corrections, additions, and responses to comments. If appropriate, prepare a draft Mitigation Monitoring and Reporting Program.
- Work with WRD’s public outreach staff to develop an outreach program and schedule for consideration/action by the WRD Board on the Final PEIR.
- Complete Final PEIR and Final Mitigation Monitoring and Reporting Program, incorporating all WRD comments and revisions.
- Prepare and file Notice of Determination (NoD) or other documents as appropriate.
- Meet with WRD staff on a regular basis to identify specific issues, concerns, and directions regarding implementation of the PEIR. Attend WRD committee meetings, stakeholders meetings, outreach meetings, and Board meetings that relate to PEIR CEQA requirements.
- Submit monthly progress reports and/or technical memorandum summarizing findings/recommendations resulting from the above tasks (e.g. PEIR analysis methodology).

I. LIST OF AVAILABLE DATA

The data or documents below are available as data sources.

- WRD Engineering Survey and Report, May 6, 2011
- WRD Regional Groundwater Monitoring Report Water Year 2009-2010, February 2011
- GRIP Alternatives Analysis
- Central and West Coast Basin Watermaster Reports
- Central and West Coast Basin Adjudications and proposed amendments.

V. PRE-PROPOSAL MEETING

A **mandatory** pre-proposal meeting will be held at Water Replenishment District of California (WRD), 4040 Paramount Boulevard, Lakewood, California 90712. Refer to the “PROJECT SCHEDULE” section for date and time of this meeting. To be qualified to propose as a prime consultant, a representative from the prime consultant must participate in the pre-proposal meeting and sign in upon arrival. A copy of the sign-in sheet will be sent to all meeting participants (with names and email addresses shown on the sing-in sheet) via emails.

VI. SELECTION CRITERIA

Selection of the successful proposal will be based on information provided in response to the RFP, information provided by former clients for whom work of similar scope has been completed, and consideration of any exceptions taken to WRD's proposed contract terms and conditions. If several proposals are similar in quality, oral interviews may be arranged to assist in making the final selection. Evaluation considerations include the following:

1. Responsiveness of the proposal in clearly stating the understanding of the work to be performed.
2. Technical experience of the firm, especially past performance on similar or related projects.
3. Experience of key members of the proposed team, and professional activities of the firm.
4. Cost, although a significant factor, may not be the dominant factor. Cost may be particularly important when all the other evaluation criteria are relatively equal.

VII. PROJECT SCHEDULE

The tentative timetable for this project is as follows:

Issuance of RFP	February 6, 2012
Pre-Proposal Meeting (begin at 10:00 a.m.)	February 16, 2012
Proposals Due (submit to WRD Office in Lakewood)	March 8, 2012, 4:00 pm
Interview (if conducted)	Week of March 19, 2012
Award Contract/Notice to Proceed	April 20, 2012
Phase 1, Implementation Documentation	August 2012
Phase 2, Draft Report Submittal	June 2013
Phase 3, Final Report Submittal	September 2013

VIII. PROJECT ADMINISTRATION

The Consultant and its subconsultants will be required to attend a project implementation meeting shortly after the Notice to Proceed is issued. The meeting will be held at WRD's office in Lakewood, California. The Consultant's project manager and key project staff must attend the implementation meeting. Each month, a project coordination meeting will be held. The meeting will be held at WRD's office in Lakewood, California. The Consultant's project manager and key project staff must attend these meetings. For the purpose of the proposal, the consultant team will also be expected to attend a total of 4 meetings for public outreach coordination, 10 public meetings (e.g. community meeting, committee, board, etc.)

A. PROGRESS REPORTS AND INVOICES

Each month, the Consultant shall submit a progress report along with an invoice for the work accomplished during the reporting period. The report shall describe in detail the progress made during the previous month and the hours spent on each task. Percentage completed and anticipated date of completion for each task shall be included. Invoices submitted shall be consistent with the monthly report format. The approved budget shall not be exceeded, unless previously authorized in writing by WRD. The Consultant shall notify WRD's Project Manager immediately upon reaching 75 percent of the project's budget.

At a minimum, each invoice shall contain the purchase order number and shall be itemized by the tasks. A subtotal cost for each task shall be included. Names of persons (including staff of subconsultants), their job titles, hourly billing rates, actual hours worked during the billing period, and subtotal labor costs must be summarized in a table. Attach to each invoice any documentation for other direct costs in the form of receipts or print outs of time and/or costs, with the applicable costs identified, for such items such as telephone calls and number of copies.

B. PROJECT COORDINATION

The Consultant shall, in the proposal, identify a Project Manager. The Project Manager shall be the primary contact for WRD, and shall have a thorough knowledge of all aspects of the project and its status.

For WRD, the primary contact is:

Mr. Jason Weeks, P.E.
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
(562) 275-4253
E-mail: jweeks@wrld.org

During the RFP process, proposers shall direct all questions to the WRD's primary contact listed above.

C. TERMINATION

WRD may terminate this project at any time at its discretion. Notice of termination will be provided in writing. Upon termination of the project, WRD shall make payment to the Consultant only for services provided up to the date of termination.

IX. ADDITIONAL PROJECT CONSIDERATIONS

The proposer should specify if any of the requirements included in this section or any other section of the RFP pose a specific problem, and if so, identify the problem and its impact on the proposal.

A. ENTIRE AGREEMENT

The services required in the RFP, the successful proposal, the purchase order and any written changes or amendments to the scope of services shall represent the entire agreement between the parties and shall supersede all prior written or oral representations, discussions, and agreements. Furthermore, this RFP is not only meant to aid in the preparation of proposals, but it is also intended to serve as a binding technical guidance document for the Consultant. The successful consulting firm shall be deemed bound to execute all requirements as listed and prescribed in this RFP unless WRD modifies aspects of the technical scope of work in writing.

B. ADDITIONAL SERVICES NOT SPECIFIED

The Consultant may be required to provide additional services under a negotiated change order approved in writing by WRD.

C. PROJECT CHANGES

Changes that affect the scope of work, period of performance or time schedule, and costs will be effected by written notices of amendment. No payments will be made for work performed outside the original scope of work unless prior written approval was granted by WRD.

D. PERIOD OF PERFORMANCE

WRD shall set forth the date of commencement of work and due dates for the various work products, and procedures associated with performance.

E. PROJECT SECURITY

The Consultant will be required to treat WRD's documents in confidence and shall indemnify WRD in case of alteration, loss, or damage thereto. The Consultant shall not release to the general public, public agencies, or private businesses in any manner, any information, data, or documents developed pursuant to the performance of services specified herein without the expressed written consent of WRD.

Any preliminary or working drafts, notes, and inter-agency or intra-agency memoranda that are not expected to be retained by the Consultant or WRD in the ordinary course of business shall be exempt from disclosure to any public entity under provisions of the Public Records Act.

F. BUSINESS RECORDS ACCESS AND RETENTION

All records pertaining to this project, which are retained by the Consultant, shall be accessible to WRD while work is ongoing and for at least three years thereafter.

G. INDEMNIFICATION

The Consultant shall defend, indemnify, and hold free and harmless WRD, its officers, agents, Directors, and employees from and against any and all claims, demands, actions, loss, or liability arising out of the negligent errors, omissions, or acts of the Consultant or its sub-consultants in performing the Consultant's obligations herein. This indemnity shall extend to the payment of all costs of litigation including reasonable attorneys' fees with respect to any cause of action referred to above.

H. INSURANCE

The Consultant shall secure and maintain until the termination of this RFP such insurance as will protect it and WRD in such a manner and at such amounts as set forth below. The Consultant shall pay the premiums for said insurance coverage. The cost of insurance shall be included in the bid price.

The Consultant shall furnish to WRD certificates of insurance and endorsements verifying the insurance coverage as required by this RFP. These certificates of insurance and endorsements shall be delivered to WRD within five calendar days after issuance of a notice-to-proceed from WRD. The WRD reserves the right to require complete and accurate copies of all insurance policies required by the RFP.

The insurance policies certified for compliance with this RFP shall include the following provisions or have them incorporated by endorsements: coverage provided by the Consultant's policies shall be primary coverage without right of contribution of any other insurance carrier or on behalf of WRD. The WRD shall receive thirty days prior written notice of a policy cancellation or reduction in coverage.

The Consultant shall provide insurance coverage through insurers that meet the following terms: insurers shall have at least an "A" policyholders rating and "X" financial rating in accordance with the current Best's Key Rating Guide.

The insurance provided under this RFP shall include policies providing coverage to include each of the requirements set forth below in amounts that meet or exceed the minimums set forth herein.

- *Workers' Compensation*—The Consultant shall maintain Workers' Compensation Insurance as required by law in the State of California and Employers' Liability Insurance (including disease coverage) in an amount not less than \$1,000,000 per occurrence. This insurance shall also waive all right to subrogation against WRD, its employees, representatives, and agents.

- *General Liability*—The Consultant shall maintain general liability insurance including provisions for contractual liability, independent contractors, and broad form property damage coverage. This insurance shall be on a comprehensive, occurrence basis form with a standard cross liability clause or endorsement. WRD shall be named as additionally insured, and the limit for this insurance shall be not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- *Automobile Liability*—The Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming WRD as additionally insured and with a standard cross liability clause or endorsement. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- *Professional Liability*—The Consultant shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by the Consultant in the course of work performed for WRD under this RFP. This insurance shall include coverage for liability assumed under this RFP when such liability is caused by the Consultant’s negligent acts, errors, or omissions. The limit for this insurance shall be not less than \$1,000,000 per occurrence. The effective dates for this insurance shall start within two calendar days after WRD approves award of a purchase order and shall be valid for a period of three calendar years after project ends.

I. WAIVER

No waiver of a breach of any provision of the services specified herein shall constitute a waiver of any other breach.

X. TERMS AND CONSIDERATIONS

A. WRD’s RIGHT TO REJECT A PROPOSAL

WRD reserves the right to reject any or all proposals, or to negotiate a purchase order with the next most qualified proposer if the successful proposer does not execute or agree to terms of purchase order within ten days after the proposer is informed of the selection.

B. PROPOSAL CLARIFICATION

WRD reserves the right to request clarification of information submitted and to request additional information from any or all proposers.

C. DURATION OF PROPOSAL

Any proposal may be withdrawn prior to the due date and time indicated herein for proposal submittal. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety days, to sell to WRD the services set forth in the proposal.

D. RFP REVISION

WRD reserves the right to revise this RFP. Notices of revisions to the RFP shall be transmitted via electronic mails (e-mails) to all potential proposers who were initially forwarded the RFP via e-mails as well as other potential proposers who have subsequently provided WRD with their contact information. Revisions to the RFP (Addenda) will be available for download at WRD's Internet Web site (www.wrd.org) under the category "Doing Business/Bids/RFPs." All tentative proposers should also provide an e-mail contact and facsimile telephone number for rapid dissemination of revisions or corrections to the RFP.

E. PROJECT REVISION

In submitting a response to this RFP, the proposer is deemed to understand and agree to the full measure of work specified herein. The proposer further understands that all services herein shall be provided whether or not a service is specifically responded to in the proposal unless a project task is subsequently deleted or supplanted with WRD's work at the direction of WRD, in which case the proposer shall acknowledge a commensurate reduction in the level of effort and a reduction or elimination of the billable services or hours for that task.

XI. SUBMITTAL OF PROPOSALS

A. PROPOSAL FORMAT

The proposal shall be limited to no more than **50 pages** in length. This does not include cover letter, appendices, and résumés. The proposal shall be printed on 8.5" x 11" size recycled paper or recyclable white bond paper, paginated, and bound. Any oversized documents such as charts or tables must be folded to size and secured in the proposal. As detailed above, cost proposals must be included in a separate, sealed cover.

Hard copies of the proposal shall be submitted to WRD no later than the proposal due date. In addition, an electronic copy of the Proposal on CD shall be submitted. All files shall be in a text searchable PDF format compatible with Adobe Acrobat Version 8.0. The main directory of the CD shall contain the entire Proposal as a single PDF file and a folder titled "Proposal Sections." In the folder labeled "Proposal Sections," each section of the Proposal shall be individually saved as a PDF file. The file name shall correspond to the title of the Proposal Section. An electronic copy of the cost proposals shall be included on a separate CD.

B. PROPOSER SIGNATURE

Each proposal shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the proposer.

C. PROPOSAL DEADLINE

Five hard copies and one electronic copy of the proposal must be received by WRD, no later than **4:00 p.m. (PST), March 8, 2012** at the address below. In the event of any conflicts, the proposal deadlines described in this section shall be deemed final and supersede other references to proposal deadline.

Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Attention: Jason Weeks

Failure to submit proposals by this date and time shall be grounds for rejection. The deadline to submit questions is 4:00 p.m. (PST), February 24, 2012. Questions must be submitted in writing, via email with the following on the subject line “Questions – Groundwater Basins Master Plan PEIR” to the attention of:

Mr. Jason Weeks, Senior Engineer
Email: jweeks@ wrd.org

Answers to the questions will be posted on WRD’s web site under the corresponding RFP typically no later than three (3) working days after the deadline to submit questions.

XII. LEGAL ISSUES

A. COMPLIANCE

The Consultant shall abide by and obey all applicable federal, state, and local laws, rules, regulations, and ordinances.

B. GOVERNING LAWS AND REQUIREMENTS

Performance of services herein shall be governed and construed in accordance with the laws of the State of California. The selected Consultant hereby agrees that in any action relative to the performance of said services, venue shall be in the County of Los Angeles, State of California.

C. PUBLIC RELEASES

The Consultant agrees not to use or otherwise make public in any manner, either for profit or nonprofit, any of the information, data, procedures, systems, or documentation developed pursuant to the performance of services specified herein without the expressed written permission of WRD.

D. BUSINESS LICENSE

The Consultant will be required to show evidence of a valid business license, which must be in effect during the period of the performance of services specified herein.

E. WRD'S PROPERTY

All deliverables submitted pursuant to the performance of services specified herein shall become the sole property of WRD and they may be used in any manner and for any purpose WRD deems in its best interest.

Attachment B



PROFESSIONAL SERVICES AGREEMENT [INSERT CONTRACTOR NAME]

This Professional Services Agreement (the “Agreement”) is made and entered into this day of , , by and between the Water Replenishment District of Southern California (“District”) and [Insert Contractor Name], (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. Scope of Services. Consultant shall perform the scope of services described in Exhibit A hereto (“Services”). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

- 1.1 Standard of Care. In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. Term. The term of this Agreement shall commence on Month, Day, Year and shall end on Month, Day, Year (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

- 2.1 Termination by District

- 2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be

entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 Consultant's Obligations Upon Termination. Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. Consultant's Compensation. District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. Consultant shall be paid in accordance with the Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District's written approval.

3.2 Reimbursable Expenses. Consultant shall be reimbursed for the following expenses. Provided, Consultant shall obtain the District's prior written approval before incurring an expense for which Consultant intends to seek reimbursement in excess of \$500.00.

3.2.1 Transportation, Meals and Lodging. Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District's Administrative Code applicable to reimbursement of such expenses when incurred by District employees. A copy of said provisions are attached to this Agreement as Exhibit C.

3.2.2 Miscellaneous Expenses. Unless otherwise provided at Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall reimburse Consultant for all out of pocket costs charged to Consultant by third parties although such reimbursement shall be at cost without any markup by Consultant.

3.3 Invoices. Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. Consultant's invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant's breach of this Agreement or Consultant's negligence.

4. Consultant's Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant's failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.
5. Ownership and Use of Documents. All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District's ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the property of the District.
6. Publication of Project Information. Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.
7. Patents and Copyrights. The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.
8. Consultant's Status. Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

- 8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.
- 8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant's employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.
- 8.3 District will not make any payments to Consultant, or Consultant's employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker's compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.
- 8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.
9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: <#####>.
10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District's prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant's use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by

any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.
12. Insurance. Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 Required Policies.

- 12.1.1 Commercial General Liability Insurance (contractual, products, and completed operations coverages included) with a combined single limit of no less than \$1,000,000 and a general aggregate limit of no less than \$1,000,000.
- 12.1.2 Business or Comprehensive Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.
- 12.1.3 Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.
- 12.1.4 Employers’ Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.
- 12.1.5 Workers’ Compensation Insurance as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 Required Terms.

- 12.2.1 All policies except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives. **[insert other names if services are being provided for such other persons].**

12.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

12.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or better.

13. Indemnification. Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. Arbitration and Attorneys’ Fees. Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement. .

15. Conflict of Interest. No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to

work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. Equal Opportunity. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.
17. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.
18. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.
19. Notices. All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of
Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

Contact Name
Address
Address
City, State ZIP
Phone:
Fax:

20. Amendments. This Agreement may be modified only by a writing signed by the Parties hereto.

21. Integration; Construction. This Agreement sets forth the final, complete and exclusive expression of the Parties' agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.
22. Effective Date. This Agreement is effective as of the date first set forth above.
23. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
 Albert Robles

Print Name
 President, Board of Directors

Title

Signature
 Willard H. Murray, Jr.

Print Name
 Secretary, Board of Directors

Title

[INSERT CONTRACTOR NAME], ("CONTRACTOR")

Signature

Print Name

Title

**Approved As To Form
 LEAL, TREJO APC**

 H. Francisco Leal
 Attorneys for the Water Replenishment
 District of Southern California

EXHIBIT A
SCOPE OF WORK

[Insert detailed description of scope of work.]

EXHIBIT B
CONSULTANT RATE SCHEDULE

- 1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement **[insert appropriate language: at the hourly rates, monthly sum or the lump sum amount.]**
- 2.0 A budgetary amount of \$_____ (which amount applies to Consultant's fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

[Insert additional terms as needed after consultation with counsel.]

EXHIBIT C
REIMBURSEMENT FOR TRAVEL, MEALS AND LODGING

1. EXPENSES

13.1 Allowable And Unallowable Expenses

In the conduct of District business, employees and Directors shall incur expenses, subject to budgeted funds being available, adequate supporting documentation, and required approvals, according to the following:

13.1.1 General Guideline

1. Expenses outlined in this Administrative Code and Procurement Policies and Procedures;
2. Expenses that further the District's mission concerning replenishment and quality of water in the Central and West Coast Groundwater Basins, including but not limited to, expenses directly incurred in connection with a program or capital project of the District, activities that facilitate relations or working arrangements with other government or private sector personnel that are important to the District's mission, activities that enhance awareness and education of the District's functions, and activities that promote the attraction and retention of high quality employees of the District.

13.1.2 Specifically Unallowable Expenses

1. Gifts,
2. Entertainment,
3. Alcoholic beverages,
4. Goods and services for personal use,
5. Fines and penalties incurred by an employee,
6. Memberships in social organizations, dining clubs, or country clubs,
7. Advance payments for goods or services, except as generally required,
8. Moving expenses, unless pre-approved as part of a written employment contract with a new employee,
9. Travel related expenses incurred by or on behalf of a spouse or companion,
10. Certain travel costs (e.g., first-class airfare, hotel suites, luxury vehicle rental),

11. Repetitive seminars or educational courses on the same topic or issue and repetitive courses that provide training on a specific subject to a particular class of persons (e.g., training for persons new to the areas of water or special districts).

Employees and Board Members shall not obligate the District and shall not receive reimbursement for any of the unallowable expenses listed above.

13.2 REIMBURSABLE EXPENSES

13.2.1 Application of Policy

This Policy applies to all Board Members, management, staff, legal counsel, and any other authorized parties who may submit claims for reimbursement of amounts expensed on the District's behalf.

13.2.2 General Principles

The following general principles apply to the District's reimbursement of amounts expended on the District's behalf:

1. All expenses shall be reasonable and necessary.
2. The most economical mode and class of transportation consistent with scheduling requirements shall be utilized. In the event a more expensive mode or class of transportation is utilized, the reimbursable amount shall be limited to the cost of the most economical mode or class of transportation available, not to exceed the cost of coach airfare.
3. Expenditure for food and lodging shall be moderate and reasonable.
4. All reimbursements must be approved pursuant to the provisions of this Code.
5. Approval Process for Reimbursable Expenses
6. Claims shall be submitted on forms supplied by the District. Such forms shall include a description of the expense, names (if appropriate), date incurred, and a description of the business purpose of the expense.

13.2.3 Directors' Expenses: Finance Committee Approval

At its regularly scheduled monthly meeting, the District's Finance Committee shall approve or reject all requests and claims for reimbursement by members of the Board of Directors. The Finance Committee shall meet once per month to consider such claims and requests as are submitted. Receipts must support claims and requests as submitted to the Finance Committee or other documentation the

Finance Committee deems acceptable. For each expense less than \$25, submission of documentation the Finance Committee deems acceptable shall be sufficient for purposes of this section. At the discretion of a Director, supporting receipts for each expense less than \$25 may be submitted with the documentation. If a claim or request is submitted to the Finance Committee with documentation the Committee deems inadequate, or without documentation, that claim or request shall be rejected. A claim or request initially rejected can later be submitted for approval if it is supported by adequate documentation at such later time.

Requests for reimbursement must be submitted within 90 days of the date the expense was incurred. Specifically excluded from this time limit are expenses incurred for medical, dental, eye care, or other expenses that require processing by an insurance or benefit provider, or an expense where backup documentation was delayed beyond the control of the Director. Any reimbursement for a non-excluded expense submitted after 90 days must be approved by the Board of Directors.

13.2.4 Staff Expenses: General Manager Approval

The General Manager or the Chief Financial Officer, acting as an agent of the General Manager, shall approve or reject all requests and claims for reimbursement by staff and shall report such approval/rejection to the Finance Committee at its monthly meeting. Receipts must support claims and requests as submitted to the General Manager or Chief Financial Officer or other documentation the General Manager or Chief Financial Officer deems acceptable. For each travel related expense less than \$25, submission of documentation the General Manager or Chief Financial Officer deems acceptable shall be sufficient for purposes of this section. At the discretion of staff, supporting receipts for each travel related expense less than \$25 may be submitted with the documentation. If a claim or request is submitted to the General Manager or Chief Financial Officer with documentation he deems inadequate, or without documentation, that claim or request shall be rejected. A claim or request initially rejected can later be submitted for approval if it is supported by adequate documentation at such later time.

Requests for reimbursement must be submitted within 90 days of the date the expense was incurred. Specifically excluded from this time limit are expenses incurred for medical, dental, eye care, or other expenses that require processing by an insurance or benefit provider, or an expense where backup documentation was delayed beyond the control of the employee. Any reimbursement for a non-excluded

expense submitted after 90 days must be approved by the Board of Directors.

13.2.5 Travel Expenses

The Board of Directors should pre-approve requests for out of state travel. The Board may retroactively approve out of state travel based on difficult or unexpected circumstances.

The District's policy concerning reimbursement for travel expenses varies depending whether the destination is within or outside the "local area" and whether an individual receives or elects to receive a vehicle allowance. For purposes of this Policy, "local area" includes all of Los Angeles and Orange Counties, and those portions of Riverside and San Bernardino Counties located south of the San Gabriel Mountains and/or west of the San Bernardino Mountains.

Directors who do not elect to receive a monthly vehicle allowance pursuant to Section 7.1 of this Code and all employees who do not receive a monthly vehicle allowance may be reimbursed for travel within the "local area". Reimbursement shall be for actual mileage at the current maximum allowance per mile rate established by the Internal Revenue Service for authorized use of privately-owned vehicles in the conduct of District Business.

Directors who do not elect to receive a monthly vehicle allowance pursuant to Section 7.1 of this Code and all employees who do not receive a monthly vehicle allowance may be reimbursed for travel outside the "local area," including travel by personal automobile instead of by air travel. Reimbursement shall be limited to expenses not exceeding 14-day advanced purchase round trip standard coach airfare, plus ground transportation.

Actual expenses for ground transportation to and from airports and while attending to District business shall also be reimbursed. Ground transportation shall include taxi, bus fare or standard automobile rental. No reimbursement shall be provided for charges incurred due to the inclusion of personal loss insurance coverage i.e., loss damage waiver, supplemental liability, personal effects, uninsured or underinsured motorist) in a car rental agreement.

13.2.6 Lodging

For the purpose of lodging, "local area" means a 40-mile radius from either one's residence or the District office, whichever is further.

Within the discretion of the Board President, a Director may stay overnight at a site less than a 40-mile radius from the residence or the District office. If the Director desiring to stay overnight at such a site is the Board President, that Director shall obtain approval from the Board Treasurer. Otherwise, no requests for lodging or reimbursement claims for expenses incurred within the "local area" shall be approved by the Finance Committee.

Expenses will be allowed for adequate and reasonably priced lodging when necessary for the conduct of District business. When lodging is required in conjunction with a conference or similar function, whenever possible, lodging shall be at the conference location at the reduced rate provided by the conference, if applicable. In all cases, reasonable attempts shall be made to obtain reduced rates for lodging (i.e., government rates for domestic lodging as published by the U.S. General Services Administration.)

Unless otherwise authorized by the Finance Committee, no reimbursement will be approved for lodging for greater than one night before or for any nights after an event outside of the "local area."

13.2.7 Meal Reimbursements

"Local area" in this section has the same definition as in the Overnight Accommodations policy above.

1. When a Board member or other District employee is outside of the local area on District business for an entire day, the Board Member or employee may receive one hundred dollars (\$100.00) per day for meals, including gratuities, as follows:
 - Breakfast: \$20.00
 - Lunch: \$35.00
 - Dinner: \$45.00
2. When a Board member or other District employee is outside of the local area on District business for portions of a day, the Board member or employee shall receive compensation for those meals that occur during the portion of the day that the individual is outside the local area.
3. Authorized personnel and Directors may, in lieu of per diem reimbursement, receive reimbursement for actual meal costs, including tips, if such costs are less than the per diem amount.
4. The meal compensation discussed in Subsection (1) above, shall only be received for meals on the day immediately before the beginning of the event which the Board member or employee is

attending, the days when the event is occurring and the day immediately following the conclusion of that event. Further, where meal costs are included in airfare or in the event registration fees, the compensation received shall be reduced by the amounts indicated above.

5. The per diem amounts discussed above are provided for the Board Member or other employee's meals while out of the local area on business. Whether or not expenditure occurs within the local area, the Board member or other employee is entitled to reimbursement for meals purchased for other persons, if such meals are in furtherance of District business and the Finance Committee subsequently approves the request for reimbursement. Any such expenditures for additional meals shall be reasonable and necessary and must further the business interest of the District.
6. In calculating the amount to be reimbursed to the Board member or employee, the Finance Committee shall reduce each meal's total by that meal's per diem rate.

13.3 Special Provisions

Where a Board Member or other person is entitled to receive reimbursement for expenses from another employer or entity, the sum of total reimbursement from both the District and the other employer or entity shall not exceed actual expenses incurred.

All exempt District personnel attending a conference or other event outside of the District's service area shall receive no additional salary for travel during a non-scheduled workday.

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