

REQUEST FOR PROPOSALS

**FOR SERVICES RELATING TO PRELIMINARY ENGINEERING FOR
THE GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM
RECYCLED WATER PROJECT**

**PROPOSALS DUE:
11:00 A.M.
JANUARY 20, 2012**

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD.
LAKEWOOD, CALIFORNIA 90712**

DECEMBER 2011



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1.0 INTRODUCTION

The Water Replenishment District of Southern California (WRD) is a special district established under the California Water Code. WRD manages the groundwater in the Central and West Coast Groundwater Basins, which supply water to approximately 4.0 million people in 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. There are approximately 350 drinking water wells operated by approximately 100 active groundwater pumpers within the WRD service area.

The Sanitation Districts of Los Angeles County (Sanitation Districts) are a confederation of 23 independent special districts serving approximately 5.4 million people in Los Angeles County. The Sanitation Districts' service area covers approximately 820 square miles and encompasses 78 cities and unincorporated territory within the county. The Sanitation Districts construct, operate, and maintain facilities to convey, treat, recycle, and dispose of wastewater, and generate recycled water, electrical power, and biosolids as products of the treatment process. In addition, the Sanitation Districts provide for the management of solid wastes, including disposal, transfer, energy conversion, and materials recovery.

In order to protect and preserve the groundwater supplies within the Central Basin for beneficial uses, the Sanitation Districts and WRD have partnered to explore alternatives for obtaining additional recycled water sources for groundwater replenishment. As part of this effort, WRD is inviting firms to submit detailed work and cost proposals for services relating to the Preliminary Engineering for the Groundwater Reliability Improvement Program (GRIP). The consultant awarded the contract for these services shall be known as the Engineering Consultant. This Request for Proposals (RFP) describes the subject project, required scope, essential milestones, selection process, and minimum mandatory proposal information.

1.1 Background

The Central Basin is in overdraft and has been so for over 100 years. Overdraft occurs when more groundwater is pumped out of a basin than is being put back in through natural recharge processes. Overdraft results in falling groundwater levels, which in turn can potentially cause water resource issues including failing groundwater production wells, coastal seawater intrusion, loss of water supply reserves, and land subsidence. The residents and businesses in the Central Basin rely upon groundwater to meet approximately 40 percent of their water needs, with imported river water making up most of the rest. If left unchecked, overdraft will deplete the Central Basin of a valuable water resource that cannot readily be replaced. Therefore, it is critical to stop the overdraft to ensure the quality of life for residents that rely on Central Basin groundwater.

Groundwater basin managers and replenishment water suppliers are commissioned to ensure the reliability of groundwater supplies. For approximately 50 years, local agencies such as WRD, the Sanitation Districts, Los Angeles County Department of Public Works (LADPW), and member agencies of the Metropolitan Water District of Southern California (MWD) have collaborated on a number of initiatives to stop the overdraft. One initiative was to have the court limit the amount of groundwater pumping through basin adjudication. Another initiative was to implement a system that could artificially recharge, or replenish, the Central Basin. Replenishment occurs in a few dedicated areas using large earthen basins where water is introduced and percolates down to the underlying groundwater. As the water moves through the soil, it is purified through physical, chemical, and biological processes in the soil. This process is called geo-purification or soil aquifer treatment. In the Central Basin, replenishment occurs primarily at the Montebello Forebay Spreading Grounds.

Historically, three sources have been used for groundwater replenishment in the Central Basin: stormwater, imported water, and recycled water. Stormwater consists of rainfall that is collected in dams in the San Gabriel Mountains to prevent flooding in downstream communities. Imported water consists of river water from Northern California and the Colorado River that is transported to the Los Angeles area through a system of aqueducts, canals, and river channels. Recycled water consists of effluent from the Sanitation Districts' water reclamation plants (WRPs) that treat wastewater to a level suitable for reuse. The WRPs generally provide three stages of treatment: primary treatment, a physical process that removes solids; secondary treatment with nitrifications/denitrification, a biological process that removes organics; and tertiary treatment, a physical and chemical process that filters and disinfects the effluent.

1.2 Current Planning Effort

The challenge facing the water agencies in the Central Basin is that imported water is no longer a reliable source for groundwater replenishment. This situation is the result of long-term drought, demands on the state's water, and climate change. Other sources of replenishment water must be developed to ensure the reliability of regional groundwater supplies.

WRD and the Sanitation Districts, in conjunction with the Upper San Gabriel Valley Municipal Water District (USGVMWD), commissioned the preparation of the Alternatives Analysis Final Report (RMC 2011 Report) to identify additional sources of local water to meet the needs of both the Central and Main San Gabriel Groundwater Basins. This report recommended six potentially feasible alternative portfolios for further evaluation. These portfolios included various combinations of stormwater, imported water, and/or recycled water for a total of up to 46,000 AFY groundwater replenishment. The recycled water components of these portfolios include tertiary-treated, advanced-treated (e.g., microfiltration/reverse osmosis (MF/RO), ultraviolet disinfection, and advanced oxidation), or a blend of tertiary- and advanced-treated recycled water. The recommended source of the recycled water was the Sanitation Districts' San Jose Creek WRP (SJCWRP) or Los Coyotes WRP (LCWRP), which currently provide a tertiary level of treatment.

Now focusing on just the Central Basin, WRD and the Sanitation Districts intend to move ahead with an analysis of a subset of potentially feasible project alternatives to offset unreliable imported water supplies by providing up to 21,000 AFY of recycled water for replenishment by 2020-2025. WRD and the Sanitation Districts will be preparing a Facilities Plan to meet the California State Water Resource Control Board's (SWRCB's) requirements for a State Revolving Fund (SRF) recycled water project loan. WRD and the Sanitation Districts will also be pursuing funding through the U.S. Department of the Interior, Bureau of Reclamation's (BOR's) Title XVI Water Recycling and Reuse Program. It is anticipated that a joint environmental impact report/environmental impact statement (EIR/EIS) will need to be prepared in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), respectively.

1.3 Role of Other GRIP Consultants

Under separate contracts, WRD and the Sanitation Districts will engage additional consultants to support the GRIP recycled water project.

1.3.1 Public Outreach Consultant

The primary role of the Public Outreach Consultant is to assist WRD and the Sanitation Districts in performing the public outreach activities necessary to support the planning process. The Public Outreach Consultant will formulate and implement strategies for disseminating project information and assessing public sentiment toward the project. Key stakeholders will be

identified, including community leaders, civic organizations, interested citizens, and environmental groups and mailing lists will be maintained. The Public Outreach Consultant will also participate in pre-scoping and scoping meetings, workshops, information meetings, and public hearings as recommended or required by CEQA and NEPA.

1.3.2. Environmental Consultant

The primary role of the Environmental Consultant is to prepare the environmental documents for the GRIP recycled water project as required by CEQA and NEPA. It is anticipated that a joint EIR/EIS will be prepared to provide a co-equal level of environmental impact analysis for three to six potentially feasible project alternatives (including the recommended alternative) as well as for a no-project alternative (CEQA) and a no-federal-action alternative (NEPA). In addition, the Environmental Consultant may be responsible for securing all necessary environmental permits for the project.

The Engineering Consultant will be required to coordinate with the Public Outreach and Environmental Consultants as necessary during the project.

2.0 SCOPE OF WORK

In general, WRD is seeking the services of a qualified engineering consulting firm to prepare the following documents:

- Alternatives Analysis Update Report that will revisit the recycled water recommendations of the RMC 2011 Report with the updated objectives of replenishing only the Central Basin with up to 21,000 AFY of recycled water.
- Preliminary Engineering Report that will technically detail three to six feasible recycled water replenishment alternatives.
- Feasibility Study that will meet the BOR's requirements for Title XVI funding.

In addition, upon completion of these documents, the Engineering Consultant will be providing technical support to WRD, the Sanitation Districts, and Environmental Consultant during their preparation of the Facilities Plan and associated EIR/EIS, respectively.

Specifically, the scope of work for this RFP comprises the following tasks and deliverables:

2.1 Task 1: Alternatives Analysis Update

Overall, it is anticipated that Task 1 will take approximately two and a half months to complete but must be complete no later than May 4, 2012. The work from Task 1 will be used to support Task 2, Task 3, the Facilities Plan (being prepared by WRD and the Sanitation Districts), and the EIR/EIS (being prepared by the Environmental Consultant).

2.1.1. Review of Existing Documents and Regulations

The Engineering Consultant shall review past planning documents for the existing WRP facilities and effluent management operations. The most recent planning documents include the RMC 2011 Report and a series of eleven GRIP Technical Memorandum reports prepared by MWH in 2008-09. Copies of these documents are available upon request and will be provided to the

selected consultant. After reviewing these documents, the Engineering Consultant shall provide feedback on this work, including any differences in findings and recommendations for additional treatment technologies to be considered. The Engineering Consultant shall evaluate existing and potential regulations that impact or may impact the implementation of the project.

2.1.2. Alternatives Analysis Update Report

The Engineering Consultant shall prepare an Alternatives Analysis Update Report. The report will update the recycled water recommendations in the RMC 2011 Report (which were based on replenishing the Main San Gabriel and Central Basins with up to 25,000 AFY and 21,000 AFY, respectively) with a new goal of replenishing only the Central Basin with up to 21,000 AFY using only recycled water. Central Basin recharge is limited to the Montebello Forebay Spreading Grounds with its associated seasonal and regulatory constraints. Based on the recommendations from the RMC 2011 Report, it is anticipated that the Alternatives Analysis Update Report will need to evaluate the feasibility of: three levels of treatment (tertiary, advanced, or a blend of tertiary and advanced); two sources of the recycled water (the SJCWRP and LCWRP); up to two means of conveying the recycled water from the SJCWRP to the Montebello Forebay Spreading Grounds; and one means of conveying the recycled water from the LCWRP to the Montebello Forebay Spreading Grounds.

The Alternatives Analysis Update Report should develop and summarize: project needs, goals, and objectives; screening criteria; and the alternatives analysis process. The Engineering Consultant will have latitude with respect to developing this information, but should coordinate regularly with WRD and the Sanitation Districts during the process. Typically, WRD and the Sanitation Districts prefer a logical, multistep screening process by which a comprehensive list of preliminary alternatives is first reduced to a smaller number of viable alternatives, which are then reduced to approximately three to six feasible alternatives that meet the project needs, goals, and objectives. The range of feasible alternatives shall be sufficient to allow the Environmental Consultant to conduct the environmental review pursuant to the requirements of CEQA and NEPA.

For each alternative, the Engineering Consultant shall develop a conceptual profile that identifies location, treatment requirements, advantages/disadvantages, and estimated costs. These alternatives should be developed in sufficient detail so that a triple Bottom Line cost-benefit analysis (considering the social, economic and environmental impacts) or equivalent can be performed.

The alternatives analysis should evaluate the cost of design, construction, and operation and maintenance (O&M) of facilities including, but not limited to, advanced treatment facilities such as micro-filtration (MF) and reverse osmosis (RO) or nanofiltration (NF), disposal/conveyance facilities, and any other advanced treatment processes or necessary facilities for the proposed recycled water project. Any treatment technologies newly identified, or that may have been identified since the completion of the RMC 2011 Report, shall be considered in Task 1, and further developed as appropriate in Task 2.

As part of Task 1, the Engineering Consultant shall provide the studies and information to facilitate determination of an appropriate effluent quality, blend option and requirements, sources of blending water, any limitations in the rate of infiltration into the Montebello Forebay Spreading Grounds, and the location of a new injection well field if there is insufficient capacity in the spreading grounds.

2.2 Task 2: Preliminary Engineering

Overall, it is anticipated that Task 2 will take approximately six months and must be completed no later than October 26, 2012. The Engineering Consultant shall perform preliminary engineering for each of the feasible alternatives identified in Task 1, subject to the acceptance of the Final Alternatives Analysis Update Report.

Preliminary engineering should include, at a minimum, an evaluation of: best available technologies; flow equalization and storage requirements; development of equipment and facilities layouts; proposed process configurations; design criteria for initial facilities and possible modifications and expansions; estimated duration of construction; preliminary operational plans; electrical requirements; maintenance requirements; list of required permits; implementation plan; social and environmental benefits; reliability; ease of implementation; schedules; and construction and O&M cost estimates – all at a level of detail necessary to support Task 3, Facilities Plan (being prepared by WRD and the Sanitation Districts), and the EIR/EIS (being prepared by the Environmental Consultant).

For each alternative, the Engineering Consultant shall provide project specific information, including but not necessarily limited to, truck-trips, construction crew sizes, operator staff sizes, construction and operating hours, construction equipment lists, building heights, energy requirements, and hazardous chemical requirements as needed to conduct the environmental analysis.

For the purposes of estimating the level of effort for Task 2, it should be assumed that the Task 1 analysis resulted in the following feasible alternative component options: one source of the recycled water (either the SJCWRP or LCWRP), three levels of treatment (advanced, tertiary or a blend of tertiary and advanced), and two means of conveying recycled water from the source WRP to the Montebello Forebay Spreading Grounds. These feasible options would be combined into six feasible alternatives (i.e., 1 source WRP x 3 levels of treatment x 2 conveyance alignments = 6 alternatives), each of which shall receive a co-equal level of analysis.

All feasible alternatives shall be able to deliver up to 21,000 AFY of recycled water to the Central Basin from the SJCWRP or, if deemed feasible in Task1, the LCWRP, at the Montebello Forebay Spreading Grounds and accommodate the regulatory and seasonal recharge constraints at that location.

2.2.1. Advanced Treatment

The Engineering Consultant shall provide preliminary design and layout for facilities necessary to produce and deliver advanced treatment based on the feasible alternatives developed in Task 1. At a minimum, the process alternatives evaluated for an Advanced Water Treatment Plant (AWTP) shall include membrane separation technologies consisting of a low pressure membrane component and a high pressure membrane component as well as ultraviolet light (UV) and advanced oxidation. Low pressure components shall include, but not be limited to, MF and ultrafiltration (UF). High pressure components shall include, but not be limited to, RO and/or nanofiltration (NF). All process alternatives that include MF or UF processes shall evaluate submersible and pressure systems as sub-alternatives or variants within the same alternative. Any additional treatment technologies considered as part of the feasible alternatives in Task 1 shall be further developed in Task 2.

For this alternative component, the Engineering Consultant shall develop options for: brine disposal including the preliminary design and layout of brine treatment, if necessary, through additional RO membranes; the preliminary design and layout facilities to provide a consistent

flow to AWTP or other processes as needed for optimum operation; and the preliminary design and pipeline alignments to convey the product water to the Montebello Forebay Spreading Grounds or a new injection well field.

2.2.2. Tertiary Treatment

The Engineering Consultant shall provide a preliminary design and layout for facilities necessary to implement the feasible tertiary alternative(s) developed in Task 1 at the SJCWRP or, if deemed feasible in Task 1, the LCWRP. The Engineering Consultant shall also evaluate the long-term viability and capacity of the existing tertiary water pipeline to the Montebello Forebay Spreading Grounds. If necessary, alternative connections and/or a new pipeline will be designed and alignments will be provided.

2.2.3. Blend of Advanced and Tertiary Treatment

The Engineering Consultant shall provide a preliminary design and layout for facilities necessary to produce and deliver the blended product water from the feasible alternative(s) developed in Task 1. The Engineering Consultant shall also provide the design and associated pipeline alignment to convey the product water to the Montebello Forebay Spreading Grounds or a new injection well field.

2.2.4. Seasonal Storage

The Engineering Consultant shall provide a preliminary design and layout for facilities to store recycled water, if necessary, in order to meet annual objectives given that the Montebello Forebay Spreading Grounds may be unavailable during portions of the rainy season.

2.2.5. Diurnal Storage

The Engineering Consultant shall provide preliminary design and layout for storage facilities, if necessary, in order to ensure a steady supply of recycled water for the AWTP, for direct replenishment or blending.

2.2.6. Preliminary Engineering Report

The Engineering Consultant shall be responsible for the preparation of a Preliminary Engineering Report, which shall be a comprehensive document that shall include information listed in Sections 2.2.1 through 2.2.5 above.

2.3 Task 3: Feasibility Study

Overall, it is anticipated that Task 3 will take approximately two months to complete. Delivery of the Feasibility Study shall be no later than September 28, 2012 which shall precede the completion of Task 2 and delivery of the Preliminary Engineering Report by approximately one month. Much of the work completed under Tasks 1 and 2 will be used to support the preparation of the Feasibility Study.

The Engineering Consultant shall be responsible for preparing a Feasibility Study that meets the requirements of the BOR's Title XVI Water Recycling and Reuse Program (www.usbr.gov/recman/DandS.html#wtr) and coordinating the format and level of detail of this deliverable to the extent possible such that any overlap in requirements for the Facilities Plan can be simply copied from the Feasibility Study (http://www.waterboards.ca.gov/water_issues/programs/

water_recycling_policy/docs/final_wrfpguidelines071508.pdf).

2.4 Process for Report and Study Deliverables

The Engineering Consultant shall review the findings with WRD and Sanitation District staff prior to preparing and submitting any version of the Alternatives Analysis Update Report, Preliminary Engineering Report, or Feasibility Study. The Engineering Consultant shall prepare a total of three successive versions of each Report/Study as described below. Each version shall include work completed by others and all necessary graphics, exhibits, tables, appendices, and an Executive Summary as applicable. The Engineering Consultant will review their responses to substantive comments received from WRD and the Sanitation Districts with WRD and the Sanitation Districts prior to preparation of the subsequent version.

Working Draft: The Engineering Consultant shall initially submit a version of this working document for the purposes of early review for level of detail, style, and partial content. WRD and the Sanitation Districts will review and provide comments.

Draft Report/Study: The Engineering Consultant shall compile the comments from the Working Draft and prepare the draft for review and comment by WRD and the Sanitation Districts.

Final Report/Study: Based upon the comments received on the draft version the Engineering Consultant shall prepare the Final Reports/Study and provide them to WRD and the Sanitation Districts for review. Additional minor refinements may be needed before the deliverable is considered complete and approved by WRD and the Sanitation Districts.

The Engineering Consultant shall submit ten hard copies of each version of the Reports/Study. Each version shall be provided electronically as: a PDF copy with tables and exhibits; any data files as Microsoft Excel and/or Access attachments, without protection; and a MS Word copy (only text required). Drawings shall be provided as ArcGIS and Microstation (or AutoCAD) files.

All technical documents shall include the signature and professional stamp of the consulting firm's individual overseeing the project.

2.5 Task 4: Provide Technical Support for the Facilities Plan and EIR/EIS

Overall, it is anticipated that Task 4 will take approximately nine months, following the completion of Tasks 2 and 3. The Engineering Consultant will be responsible for providing on-call technical support for WRD, the Sanitation Districts and Environmental Consultant during the preparation of the Facilities Plan and associated EIR/EIS, respectively. For estimating purposes, assume that one mid-level engineer should be available one half day each week.

If not already delivered as part of Task 2, the Engineering Consultant will prepare the following figures and narratives to support preparation of the Facilities Plan and EIR/EIS:

- Prepare maps of present and projected land use.
- Characterize the study area land use and land use trends.
- Characterize the study area hydrologic features.
- Characterize the study area groundwater basins, including quantities extracted by all users, natural and artificial recharge, losses by evapotranspiration, inflow and outflow of basins, and safe yield or overdraft.
- Describe the current groundwater management, recharge, and any overdraft problems.

- Describe the required health-related water qualities and/or treatment requirements for potential uses, including operational and on-site requirements (such as backflow prevention, buffer zones).

2.6 Task 5: Project Management, Consultation, Deliverables, and Communication

Overall, it is anticipated that Task 5 will take approximately 17.5 months, beginning with award of the contract (anticipated in mid-January 2012). The Engineering Consultant will be responsible for managing all technical aspects of Tasks 1-4, such that the deadlines specified in Section 6.0 are met, including that Task 1 is successfully completed by May 4, 2012, and that Task 2 and Task 3 are successfully completed by October 26, 2012 and September 28, 2012, respectively. The Engineering Consultant shall also be responsible for the development of a detailed project schedule, due within 15 calendar days of the award of contract, in coordination and consultation with WRD and the Sanitation Districts. The project schedule shall include a detailed schedule of tasks, milestones, deliverables, and review periods.

The Engineering Consultant shall use Primavera Suretrack as the software for the project schedule.

In addition, the Engineering Consultant shall participate in the communication of technical approaches/methodologies and results to WRD and the Sanitation Districts and others as well as communicate any technical concerns.

The following subtasks will be required of the Engineering Consultant:

1. Participate in monthly conference calls with WRD and Sanitation Districts staff (and possibly with other stakeholders) to discuss details and progress on the project during Tasks 1-3. For budgeting purposes, assume one-hour conference calls.
2. Attend monthly meetings with WRD and Sanitation Districts staff to present activity/progress reports of all activities performed on the project since the last meeting. The Engineering Consultant shall present and discuss project status and direction, and provide technical support and/or answer technical questions regarding the project. A project kick off meeting and the monthly meetings shall be held at the Sanitation Districts' offices in Whittier, California or the WRD offices in Lakewood, California. For budgeting purposes, assume two-hour meetings.
3. Submittal of monthly progress/status through e-mails to WRD and Sanitation Districts staff.
4. Hold workshops with WRD and Sanitation Districts to scope aspects of the work and present early findings. For budgeting purposes, assume two two-hour presentations.

3.0 TERMS AND CONDITIONS

This RFP shall serve as a binding contract that outlines and prescribes the terms and conditions of this project, and how administrative tasks are to be performed. WRD's purchase order, this RFP, and all parts of the proposal prepared by the Engineering Consultant and accepted by WRD, constitute the agreement between the Engineering Consultant and WRD. WRD will neither recognize nor sign contract documents provided by the Engineering Consultant. A copy of WRD's standard contract for professional services is attached in Appendix A. Any exceptions to the terms contained or expressed in the sample contract in Appendix A should be clearly described in the proposal. Failure to successfully negotiate a contract will be grounds for rejection of the proposal.

The proposed scope of work with project tasks and deliverables is the minimum requirement for this project. The format of the proposal and cost estimates are described in Section 6.0 of this RFP. The Engineering Consultant is encouraged to propose any additions to the work scope that they believe will benefit the project. However, if the Engineering Consultant does propose an alternate work scope, the rationale of the alternative scope should be clearly identified in the proposal and the costs for said work should be contained in a separate cost submittal. If an alternative work scope is proposed by the Engineering Consultant, it shall augment the scope contained in this RFP. WRD may add, omit or change the scope of work during the project as described in Section 9.2 Additional Services and 9.3 Project changes. If tasks or scope of work are eliminated, reduced or revised, then the original budget submitted by the Engineering Consultant shall be appropriately modified to reflect the reduced scope of work. The selected proposal shall be consistent with the specifics described in this RFP, and shall provide sufficient details for WRD and the Sanitation Districts to evaluate the content and quality of the proposal. Additional details of the project are presented in the other sections of this RFP.

WRD reserves the right to not award a contract. Award of a contract shall be subject to approval by WRD's Board of Directors.

4.0 QUALIFICATIONS

The selected consultant shall have proven expertise in wastewater treatment plant design and residuals management, in particular in the design, construction, and operation and maintenance of MF/RO facilities and other advanced treatment facilities for wastewater treatment. The selected consultant shall have expertise in the design, construction, and O&M of storage facilities, conveyance pipelines, brine lines, and related pipeline appurtenances. The selected consultant shall also possess expertise in groundwater basin characterizations and assessments, as well as water quality requirements for recharge and infiltration management. The selected consultant shall also be experienced in developing detailed treatment cost analyses and engineering cost estimating methodologies for wastewater treatment, storage and residuals management. The selected consultant should also have experience in designing systems to ensure compliance with discharge requirements imposed in the Los Angeles Area.

Respondents to this RFP shall provide the qualifications of the key staff proposed to be assigned to this project. The respondent's proposal shall include identification and qualifications of the key project staff of the firm, its parent firm (if applicable), partner firms, and any and all subcontractors. Information for key project staff shall include local experience with management of advanced wastewater treatment projects, educational degrees and registrations, and other experience that the respondent believes will benefit the project.

In the proposals, the respondents shall demonstrate at least five years of past relevant project engineering design and project management experience, including the key project personnel and their roles in the project. Also the respondent shall demonstrate five years of past relevant experience for all subcontractors. A brief resume for each person shall be submitted. Respondents shall clearly state whether the author or authors of the proposal shall serve as key staff (proposed to be assigned to the project). The team shall include a project manager and an appropriate combination of engineer(s), cost estimator(s), and administrative staff. The team shall include a registered professional civil engineer. As a minimum, the project manager and engineering staff members of the team shall be considered key staff and shall be identified as such in the proposal. The same key staff identified in the proposal shall be the staff used to perform and oversee all project work, unless otherwise approved by WRD and the Sanitation Districts. Key staff identified in the proposal may not be removed, re-assigned, or replaced without written permission from WRD and the Sanitation Districts. Violations of this requirement may be grounds for termination of the contract.

WRD and the Sanitation Districts also encourage at least one team member to hold a Ph.D. with relevant knowledge and research experience in advanced wastewater treatment and residuals management.

WRD and the Sanitation Districts also encourage the Engineering Consultant's key project staff to be Diplomats of the American Academy of Environmental Engineers, if applicable.

Teaming with other competent firms would be appropriate if it would strengthen the proposal. However, the proposal shall clearly identify the name(s) of the project manager(s) and all key personnel, the location of their primary office, and the lines of communication among the partnering firms along with a table of organization identify ordinate and subordinate relationships between the parties.

In the event of any conflict among partners, WRD and the Sanitation Districts shall be held harmless of any and all claims resulting from such conflict, and shall not be asked to act as an arbitrator. Each partnering consultant shall carry independent insurance. The Engineering Consultant shall be responsible for project delays or loss of production that result from such conflict. Conflicts among partnering firms can be grounds for WRD and the Sanitation Districts terminating the contract, as stated in Section 8.4.

5.0 PROJECT TIME SCHEDULE

This project is subject to approval by the WRD's Board of Directors. The project is anticipated to be awarded in mid-February 2012. The consultant selected shall begin working on the project within five calendar days of the issuance of the Notice to Proceed, and shall meet all deadlines as described below:

Deadline for Receipt of Proposals	11:00 am Tuesday January 20, 2012
Anticipated Award of Contract	mid-February 2012
Deadline for Detailed Project Schedule	within 15 calendar days of award
Task 1(Alternatives Analysis Update)	mid-February-May 4, 2012
WRD and Sanitation Districts begin drafting the Facilities Plan.....	May7, 2012
Task 2 (Preliminary Engineering Report)	May 7-October 26, 2012
Task 3(Feasibility Study)	August 1-September 28, 2012
Task 4 (Nine Months of Technical Support)	November 26, 2012-August 30, 2013
Environmental Consultant begins work on EIR/EIS	November 26, 2012
Engineering Consultant Project End Date	August 30, 2013

The Facilities Plan and EIR/EIS for the GRIP project are anticipated to be complete by September 2014.

6.0 FORMAT AND CONTENT OF THE PROPOSAL RESPONSE

The proposal shall be limited to no more than **50 pages** of text. This does not include figures, résumés, or organizational charts. The proposal shall be printed on 8.5" x 11" size recycled paper or recyclable white bond paper, paginated, and bound. Any oversized documents must be folded to size and secured in the proposal. Cost proposals must be included in a **separate, sealed cover**.

The proposal shall be submitted as an electronic copy (in PDF Format) on CD and four (4) hardcopies of the proposals. Cost proposals shall be included as **separate** sealed hard copies and a CD. All electronic 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.

The proposal shall include sufficient detail in the task descriptions for WRD and the Sanitation Districts to evaluate them. Detailed cost estimates shall be provided for each task/subtask, as well as a breakdown of resources, hours, and staff assigned to perform each task.

As mentioned in Section 3.0, the Engineering Consultant may include an alternative scope of work, if it will improve the project, but such modification(s) and associated costs shall be clearly identified in the appropriate section of the proposal and separate cost submittal.

The Engineering Consultant's proposal shall identify assumptions regarding the alternative work needed including the assumed hours for any subtask. It is expected that the Engineering Consultant will also consider additional cost analyses and cost analysis methodologies that could improve the development of the cost analysis model and quality of the deliverables.

The proposal shall include the following information:

- A. A completed cost sheet with prices in accordance with project specifications. Prices shall include all taxes. The cost sheet shall include a cost breakdown for each task, the number of estimated hours for each staff person, subcontractor and/or team partner assigned to the specific task, and their respective hourly rate. **The cost sheet shall include total costs and be included in a separate sealed envelope.**
- B. A detailed description of techniques and services to be performed to complete each of the tasks in the RFP. The proposal shall describe the manner and methods by which the proposal shall meet the objectives tasks and deliverables outlined in this RFP. This will assist WRD and the Sanitation Districts in evaluating the proposal, and ensure that all services requested in the RFP will be provided by the Engineering Consultant.
- C. Qualifications as required in Section 4.0.
- D. Detailed Project Schedule as required in Section 5.0.
- E. Detailed description of appropriate resource allocation and costs, project execution description, and budget management.
- F. Identify author(s) of the response to this RFP and whether or not they are members of the Engineering Consultant Team.
- G. A signature of an officer, or officers, authorized to execute legal documents on behalf of the proposer.

Questions concerning technical aspects of the RFP should be addressed to: Jim McDavid at (562) 275-4258, jmcdavid@wrdd.org. Respondents to this RFP may also schedule a pre-proposal meeting through Mr. McDavid.

6.1 Proposal Deadline

Four hard copies and one electronic copy of the proposal, with cost proposals separated and sealed, must be received by the District, no later than 11:00 a.m., January 13, 2012 at the following address:

Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Attention: Jim McDavid, Project Manager

Failure to submit proposals by this date and time shall be grounds for rejection. Questions concerning proposal procedures shall be directed to Jim McDavid at (562) 275-4258.

6.2 Conflict of Interest

Provide a statement that the proposer, individuals employed by the proposer, or firms employed by or associated with the proposer, including sub-consultants, 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 or the Sanitation Districts. 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 or the Sanitation Districts.

6.3 General Contract Specification Guarantee

A statement shall be included signifying that all work tasks, included in the RFP and proposal package, shall be performed in accordance with the provisions stated therein.

7.0 SELECTION CRITERIA

Selection will be made on the basis of WRD and the Sanitation Districts's judgment as to which proposal best serves WRD and the Sanitation Districts's interest. The proposals will be evaluated on the basis of the following criteria. WRD and Sanitation Districts staff will negotiate final costs and refine scope of work details with the selected Engineering Consultant.

7.1 Technical Competence

Technical competence to perform the work specified herein will be evaluated. Considerations include, but are not limited to the following experience with wastewater treatment plant design and groundwater replenishment and assignment of knowledgeable project manager and key personnel.

7.2 Performance on Similar or Related Projects

Past performances will be assessed through direct communication with the proposer's previous clients. Factors to be considered will include, but are not be limited to, project coordination, cost control, work quality, and completion of previous work within the defined schedule and budget.

7.3 Communication Skills

Written and verbal communication skills as demonstrated by the quality of the proposal and interview.

7.4 Capability of Meeting Project Schedule

Capability under current workload to perform the work specified herein within the Project Schedule. Considerations include, but are not be limited to, number of staff allocated to this project, hours of staff time allotted, and knowledge of local conditions.

7.5 Accessibility of Staff

The accessibility of the proposer's staff and sub-consultants is an important criterion for assessing the ability to arrange consultations on short notice and to affect a short turnaround of project requests. Preference will be given to those proposers whose team (staff and sub-consultants) will be working primarily in an office in the Los Angeles County vicinity.

7.6 Approach to Completing Specified Work

The approach to completing the work specified herein as indicated in the proposal will be assessed. Considerations include, but are not be limited to, work methodology, project management structure, activity coordination (including the protocol for proposer's staff interaction with WRD and the Sanitation Districts and the project manager), and sub-consultant integration.

7.7 Interview

At WRD's and the Sanitation Districts' discretion, some proposers may be invited to present their proposals during the week of January 30-February 3, 2012. **Key project staff shall be available for possible interviews.**

8.0 PROJECT ADMINISTRATION

8.1 Meetings

The Engineering Consultant and their sub-consultants will be required to attend a project kickoff meeting shortly after the Notice to Proceed is issued. The meeting will be held at the offices of the Sanitation Districts in Whittier, California or the offices of WRD in Lakewood, California. The Engineering Consultant's project manager and key project staff must attend the kickoff meeting in person.

Every month, the monthly meeting described in Task 5 will be held at the offices of the Sanitation Districts in Whittier, California or the offices of WRD in Lakewood, California. The Engineering Consultant's project manager and key project staff must attend these meetings/calls.

8.2 Progress Reports and Invoices

Each month, the Engineering 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 Engineering Consultant shall notify WRD and the Sanitation Districts's Project Engineer immediately upon reaching 75 percent of the project's overall budget or 75 percent of any subtask.

At a minimum, each invoice shall contain the purchase order number and shall be itemized by the tasks. A subtotal cost for each task for the current billing cycle as well as the cumulative total shall be included. 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.

8.3 Project Coordination

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

For WRD and the Sanitation Districts, the primary contact is:

Mr. Jim McDavid, P.E.
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
(562) 275-4258
E-mail: jmc david@ wrd.org

Once selected, the Engineering Consultant may be required to report to various staff depending on the subject of the work. During the RFP process, proposers shall direct all questions to WRD and the Sanitation Districts's primary contact listed above. In his absence, questions should be directed to Andrew Hall (562) 908-4288, extension 2837. This will ensure that consistent and accurate information is provided to all proposers.

8.4 Termination

WRD may terminate this project whenever it determines that such termination is in the best interest of WRD and the Sanitation Districts. Notice of termination must be provided in writing. Upon termination of the project, WRD shall make payment to the Engineering Consultant only for services provided up to the date of termination.

9.0 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.

9.1 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 not only aids in the preparation of proposals, but also serves as a binding technical guidance document for the Engineering Consultant. The selected consulting firm shall execute all requirements as listed and prescribed in this RFP unless WRD waives or otherwise modifies aspects of the technical scope of work in writing.

9.2 Additional Services Not Specified

The Engineering Consultant may be required to provide additional services under a negotiated change order.

9.3 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.

9.4 Period of Performance

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

9.5 Required Equipment and Damage to Equipment

The Engineering Consultant shall be responsible for supplying the basic equipment required to perform the work scope. The basic equipment anticipated for this project includes, but is not limited to, vehicles, log books/sheets, cellular telephones, and computers. The Engineering Consultant is expected to provide basic equipment at no charge to WRD other than charges applied by outside suppliers, such as toll charges for telephone calls. If equipment of a specialized nature is required, the type and charge for such shall be specified in the Engineering Consultant's proposal.

The Engineering Consultant shall be fully responsible for the proper operation, performance, and maintenance of its equipment during the execution of this contract. No financial claims shall be made by the Engineering Consultant or its sub-consultant for any malfunctioning equipment or any damage that may occur to equipment as a result of executing the required tasks for this contract.

WRD and the Sanitation Districts are not responsible for the security of any vehicles, equipment, supplies, etc. used by the Engineering Consultant or any of its sub-consultants.

9.6 Project Security

The Engineering Consultant shall be required to treat documents in confidence and shall indemnify WRD and the Sanitation Districts in case of alteration, loss, or damage thereto. The Engineering Consultant shall not release to the general public, public agencies, or private businesses, 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 Engineering Consultant or WRD or the Sanitation Districts in the ordinary course of business shall be exempt from disclosure to any public entity under provisions of the Public Records Act.

9.7 Business Records Access and Retention

All records pertaining to this contract, which are retained by the Engineering Consultant, shall be available to WRD and the Sanitation Districts upon request while work is ongoing and for at least three (3) years thereafter.

9.8 Indemnification

The Engineering Consultant shall defend, indemnify, and hold free and harmless WRD and the Sanitation Districts, 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 Engineering Consultant or its sub-consultants in performing the Engineering 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.

9.9 Insurance

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

The Engineering Consultant shall furnish to WRD and the Sanitation Districts 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 and the Sanitation Districts within five calendar days after issuance of a purchase order from WRD. WRD and the Sanitation Districts reserve 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 Engineering Consultant's policies shall be primary coverage without right of contribution of any other insurance carrier or on behalf of WRD and the Sanitation Districts. WRD and the Sanitation Districts shall receive thirty days prior written notice of a policy cancellation or reduction in coverage.

The Engineering 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 contract 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.

9.9.1. Workers' Compensation

The Engineering 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 and the Sanitation Districts, its employees, representatives, and agents.

9.9.2. General Liability

The Engineering 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 and the Sanitation Districts shall both 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.

9.9.3. *Automobile Liability*

The Engineering 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 both WRD and the Sanitation Districts 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.

9.9.4. *Professional Liability*

The Engineering Consultant shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by the Engineering Consultant in the course of work performed for WRD and the Sanitation Districts under this contract. This insurance shall include coverage for liability assumed under this contract when such liability is caused by the Engineering 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 contract ends.

9.10 Waiver

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

10.0 TERMS AND CONSIDERATIONS

10.1 Right to Reject a Proposal

WRD and the Sanitation Districts reserve 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 the terms of the purchase order within ten days after the proposer is informed of the selection.

10.2 Proposal Clarification

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

10.3 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 and the Sanitation Districts the services set forth in the proposal.

10.4 RFP Revision

WRD and the Sanitation Districts reserve the right to revise this RFP. Revisions to the RFP shall be mailed or transmitted to all potential proposers who were mailed, or provided via email, the RFP. All tentative proposers shall provide an e-mail contact and facsimile telephone number to support rapid dissemination of revisions or corrections to the RFP.

10.5 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 contained 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 and the Sanitation Districts's work at the direction of WRD and the Sanitation Districts, 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.

11.0 LEGAL ISSUES

11.1 Compliance

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

11.2 Governing Laws and Requirements

Performance of services contained 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, the venue shall be the County of Los Angeles, State of California.

11.3 Public Releases

The Engineering Consultant agrees not to use or otherwise make public, 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 express written permission of WRD and the Sanitation Districts.

11.4 Business License

The Engineering Consultant shall 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.

11.5 Property

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

11.6 Public Announcement

Public news releases pertaining to the selection of the proposer shall not be made without prior written approval of the parties hereto.

APPENDIX A

TERMS OF CONTRACT



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: **Robb Whitaker, General Manager.**
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
Sergio Calderon

Print Name
President, Board of Directors

Title

Signature
Robert Katherman

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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