

REQUEST FOR PROPOSALS
TO PROVIDE
ON-CALL HYDROGEOLOGY FIELD SERVICES



PROPOSAL DUE:

Thursday, March 25, 2010
4:00 PM

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 Paramount Boulevard
Lakewood, CA 90712

Attn: Ted Johnson, Chief Hydrogeologist
(562) 921-5521; tjohnson@wrd.org

REQUEST FOR PROPOSALS TO PROVIDE ON-CALL HYDROGEOLOGY FIELD SERVICES

I. INTRODUCTION

The Water Replenishment District of Southern California (WRD or District) 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 about four 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, and protecting groundwater quality against contamination. More information on WRD can be found on our web site at www.wrd.org.

The purpose of this Request for Proposal (RFP) is to solicit the services of an experienced hydrogeologist or hydrogeologic consulting firm to provide as-needed, on-call field work to support WRD's field activities. Work will be performed by or directly overseen by a California Professional Geologist as defined by the California Geologist and Geophysicist Act (Business and Professions Code §§ 7800 – 7887).

Specific tasks are listed under Section II below. The award of the contract, if any, will be given to the firm that demonstrates significant experience in most or all of these activities, has a flexible schedule for on-call services, has competitive hourly, equipment, and subcontractor rates, can provide references for similar work, and complies with WRD's standard general services agreement and insurance requirements. **Proposals are due no later than 4:00 pm Thursday, March 25, 2010 by mail or email.** Late proposals will be rejected.

II. SCOPE OF SERVICES

An example of the scope of services to be provided is outlined below. This is a general list and subject to change based on District needs and staffing availability. However the proposals should describe the specific experience of the personnel assigned to this project, along with examples and references for these types of activities.

For the purposes of this RFP, assume a total of 240 hours will be assigned for these efforts. These hours will not be a continuous block but instead assigned on an as-needed basis by the District. The work is expected to be completed no later than September 30, 2010.

- Attend a kick-off meeting at WRD to meet staff, discuss anticipated work, receive first work assignments, go over work and scheduling details, and discuss future

communication / project management tasks. Assume 4 hours for the meeting, including a possible field visit.

- Perform independent collection of groundwater and surface water samples. Consultant will be given direction to sample locations and must be able to successfully purge, sample, record, clean up, and deliver samples to the lab in a safe and timely fashion. Must have extensive experience in sampling numerous well types including nested 2-inch PVC piezometers, 4-inch PVC wells, high capacity potable supply production wells, and Westbay wells. Must have extensive experience in utilizing a variety of sampling equipment including 2-inch Grunfos Redi Flo pumps, bladder pumps, Bennett pumps, automated composite samplers, and Westbay gear. Must have extensive experience in collecting and recording field parameters (temperature, pH, conductivity), correctly filling, labeling, chain-of-custody, and coordinating with and delivering samples to laboratory (located in Monrovia).
- The District intends to drill and install up to 8 new deep (1,800 feet) nested monitoring wells over the next few years including 4 wells in the current year. The District has no property to install these wells and generally relies on public land / streets / parking lots for its wells. Only general locations are currently identified (1/2 mile radius of potential target areas). The Consultant will secure well locations by performing additional analysis using aerial photos followed by site drive bys to confirm or deny possible well site locations followed by property owner identification and documentation of site access requirements. Extensive experience with well siting, knowledge of mud rotary rig footprint space required, and municipality well permitting issues are required.
- Several of the District's monitoring well sites require repair and maintenance which the successful firm will perform or will have subcontracted to perform with supervision. Vault cleanouts and replacement, WRD identification tagging, well depth tagging and well casing repair, bailing and cleanout if necessary, well video logging if necessary, improvement of vault drainage so data loggers do not flood, asphalt depression / crack repairs, well head survey for lat/long/elev., etc may need to be performed.
- Perform management and oversight of other District field projects including water well profiling and well rehabilitation. Will be responsible for acting as the District's agent to coordinate and oversee two ongoing District projects related to these activities. Ensure field activities are being performed according to District expectations and industry standards. Make daily field reports to District.
- Install, download, and troubleshoot data loggers. Extensive experience with In-Situ, Instrumentation Northwest and Solinst/Schlumberger brand equipment desirable.
- Perform other field assignments as directed in a professional and safe manner, keeping the District well informed of all daily activities.

III. PROPOSAL REQUIREMENTS

Proposals submitted in response to this request shall have the following elements:

1. Cover letter.
2. Understanding of proposed scope of work.
3. Cost estimate for scope of work. Provide at a minimum the hourly billing rate for each person or pay grade potentially available to this project, estimated number of hours for each pay grade anticipated for this assignment (total number of hours for all personnel combined not exceed 240), equipment pricing list (assume all needed sampling equipment to be provided by the consultant).

Subcontractor rates do not need to be provided at this time. However, when a specific task comes up that requires subcontractor work, WRD will request a price quote from the consulting firm for approval by WRD. The consulting firm may be required to cover the agreement and cost of the subcontractor directly and be reimbursed by WRD for the work performed. The contract will be on a Time-and-Materials basis, not to exceed the specified total cost for the full project.

4. Résumés of key personnel listed in the proposal, including project manager, field staff, QA/QC manager, corporate responsible person, and listing of any potential subcontractors along with their contact information. Work will be performed by or directly overseen by a California Professional Geologist as defined by the California Geologist and Geophysicist Act (Business and Professions Code §§ 7800 – 7887). WRD must be notified in writing and pre-approve any change to the project team after proposal submittal or award, including sub-contractors or sub-consultants, if any.
5. Location of project office and home base of each project participant.
6. Relevant qualifications and experience for the types of work listed in Section II, including reference names, contacts, and project descriptions.
7. Additional references pertinent to this work.
8. Statement of acceptance of WRD's standard agreement (see Appendix A).
9. Statement of no conflict of interest and no contact with any WRD Board member prior to submitting proposal.

Submit four (4) paper copies of the proposal or a single PDF email no later than 4:00 PM, Thursday, March 25, 2010 to:

**Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, California 90712
Attn: Ted Johnson, Chief Hydrogeologist**

Late proposals will be rejected.

IV. AWARD OF CONTRACT

A contract will be awarded, if at all, in accordance with the WRD's Procurement Policies and Procedures, copies of which are available upon request.

All proposals shall be reviewed by the WRD to determine which proposals meet the format and submission requirements specified in the request for proposal. Proposals not meeting format and submission requirements shall be rejected as non-responsive.

Each proposal that meets the format and submission requirements will be evaluated according to the following weighted system:

- | | |
|--|-----|
| 1. Project team, experience, availability: | 50% |
| 2. Cost (billing rate, equipment, subcontractors): | 40% |
| 3. Adherence to RFP requirements: | 10% |

Based on this evaluation, interviews may be conducted of the top candidates. The review panel may be comprised of WRD and water agency representatives. WRD will thereafter enter into negotiations for the award of a contract with the highest ranked company, based on the above criteria as well as any interviews conducted, as determined by WRD in its sole discretion.

The successful candidate will be required to enter an agreement in the form required by WRD (Appendix A). WRD reserves the right in its sole discretion to reject all proposals submitted.

If you have any questions regarding this Request for Proposal or require additional project details, please contact Mr. Ted Johnson at (562) 921-5521 or tjohnson@wrdd.org.

Notice

The awarded Company will be required to maintain all insurance and all professional and business licenses required by law. In addition, Company will be required to comply with all applicable provisions of the California Labor Code, if any, regarding the payment of prevailing wages, the keeping of certified payroll records and the employment of apprentices.

APPENDIX A

GENERAL SERVICES AGREEMENT



GENERAL SERVICES AGREEMENT [INSERT CONTRACTOR NAME]

This General 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], ("Contractor") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

1. Scope of Services. Contractor shall perform the scope of services described in Exhibit A (hereinafter referred to as "Services"), attached hereto and incorporated herein by this reference. Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail
 - 1.1 Standard of Performance. In performing the scope of services under this Agreement, Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
 - 1.2 Assignment of Personnel. Contractor shall assign only competent personnel to perform services in connection with this Agreement.
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 [INSERT NUMBER OF DAYS] prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Contractor, the cost of such Services relative to the benefits, and the need for any continuation of the services.
 - 2.1 Termination by District
 - 2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time **twenty-four hour written notice** to Contractor. Contractor'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. Contractor understands and agrees that it shall not be

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

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

3.1 Fee. District hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to fixed rate schedule, pursuant to the fee schedule attached as Exhibit B and incorporated herein by this reference, which may not be changed except with District's written approval. Total compensation for work performed under this Agreement shall NOT EXCEED [INSERT THE TOTAL CONTRACT QUOTE/PRICE _____ (\$ _____)]

3.2 Reimbursable Expenses. No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

4. Project Site. Contractor shall perform the Services in such a manner as to cause a minimum of interference with District's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. District will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. District may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by District shall be solely as an accommodation and District shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any District owned equipment and property provided by District for the performance of Services. District shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

5. Contractor Status. Contractor is an independent contractor and neither Contractor nor any employee of Contractor 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 Contractor achieves such results.

- 5.1 Payments made to Contractor pursuant to this Agreement shall be the sole and complete compensation to which Contractor is entitled. Contractor is solely responsible for any taxes levied by local, state or federal authorities on such sums. Contractor 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 Contractor, or any of Contractor's employees, is an employee rather than an independent contractor of District.
- 5.2 District will not make any contribution to any retirement plan or Social Security on behalf of Contractor or any of Contractor's employees. Contractor 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 Contractor, or any of Contractor's employees, is an employee rather than an independent contractor of District.
- 5.3 District will not make any payments to Contractor, or Contractor'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. Contractor 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 Contractor, or any of Contractor's employees, is an employee rather than an independent contractor of District.
- 5.4 Contractor 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.
6. Instructions to Contractor. In the performance of the services set forth in this Agreement, Contractor shall report to and receive instructions from the following person on behalf of the District: **Robb Whitaker, General Manager**.
7. Subcontractor Services. Any subcontractors to be used by Contractor in the performance of the scope of services shall be identified in Exhibit A hereto. Contractor shall obtain the District's prior written approval before retaining a subcontractor to perform any portion of the scope of services of this Agreement. Notwithstanding Contractor's use of any subcontractors, Contractor shall be responsible to the District for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor 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 subcontractor of Contractor for any matter arising from, or related to, the services performed by subcontractor under this Agreement.

8. Compliance With Laws and Regulations; Licensing. Contractor 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, Contractor 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.

9. Insurance. Contractor, 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.

9.1 Required Policies.

9.1.1 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**.

9.1.2 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.

9.1.3 Employers’ Liability Insurance with limits of **\$1,000,000** per claim and **\$1,000,000** in the aggregate.

9.1.4 Workers’ Compensation Insurance as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

9.2 Required Terms.

9.2.1 All policies except workers’ compensation 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].**

9.2.2 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.

- 9.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.
- 9.2.4 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.
- 9.2.5 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.

10. Indemnification. Contractor 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 Contractor’s breach of any provision of this Agreement, Contractor’s failure to comply with applicable laws, Contractor’s negligent acts or omissions, or Contractor’s willful misconduct. However, Contractor’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.

11. Warranty.

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other

materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

- 11.2 Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

12. Health and Safety Programs. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all District site programs.

- 12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to District upon request.
- 12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by District. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein
- 12.4 Contractor shall immediately report any injuries to the District site safety representative. Additionally, the Contractor shall investigate and submit to the District site safety representative copies of all written accident reports, and coordinate with District if further investigation is requested
- 12.5 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.
- 12.6 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

13. 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. .

14. 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. Contractor 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.
15. Equal Opportunity. During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.
16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the District, Contractor, 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 Contractor and the District.
17. 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.
18. 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 Contractor:

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

19. Amendments. This Agreement may be modified only by a writing signed by the Parties hereto.
20. 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.
21. Effective Date. This Agreement is effective as of the date first set forth above.
22. 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.

[SIGNATURES ON THE NEXT PAGE]

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

Print Name

President, Board of Directors

Title

Signature

Print Name

Secretary, Board of Directors

Title

[INSERT CONTRACTOR NAME], ("CONTRACTOR")

Signature

Print Name

Title

**Approved As To Form
MEYERS, NAVE, RIBACK,
SILVER & WILSON**

James M. Casso
Attorneys for the Water Replenishment
District of Southern California

EXHIBIT A
SCOPE OF WORK

[Insert detailed description of scope of work.]

EXHIBIT B
CONTRACTOR RATE SCHEDULE

- 1.0 Contractor shall be compensated for actual services performed in accordance with this Agreement on a Time-and-Materials basis for the work described in Exhibit A. Hourly rates, equipment charges, subcontractor rates, and other expenses are based on the Contractor's fee schedule shown below.

- 2.0 A budgetary amount of \$_____ (which amount applies to Contractor's fee) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Contractor any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Contractor 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.]