SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CALIFORNIA 90712
11:00 A.M., FRIDAY, MARCH 16, 2018

AGENDA

EACH ITEM ON THE AGENDA, NO MATTER HOW DESCRIBED, SHALL BE DEEMED TO INCLUDE ANY APPROPRIATE MOTION, WHETHER TO ADOPT A MINUTE MOTION, RESOLUTION, PAYMENT OF ANY BILL, APPROVAL OF ANY MATTER OR ACTION, OR ANY OTHER ACTION. ITEMS LISTED AS “FOR INFORMATION” MAY ALSO BE THE SUBJECT OF AN “ACTION” TAKEN BY THE BOARD OR A COMMITTEE AT THE SAME MEETING.

1. DETERMINATION OF A QUORUM

2. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

3. APPROVE MINUTES OF THE SPECIAL MEETING OF FEBRUARY 28, 2018
   Staff Recommendation: Approve the minutes as submitted.

4. CONTRACT AWARDS FOR ON-CALL ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends:
   1) The Board of Directors authorize individual professional service contracts with the following firms to perform As Needed On-Call Engineering Services for a not to exceed aggregate budget amount of $2,500,000:
      a. AKM
      b. Hazen and Sawyer
      c. Perc Water
      d. KEH
      e. CH2M / Jacobs
   2) The Board of Directors authorize individual professional service contracts with the following firms to perform As Needed On-Call Construction Management Services for a not to exceed aggregate budget amount of $1,000,000:
      a. AKM
      b. Dudek
      c. MNS
      d. Butier
5. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) DESIGN-BUILD PROJECT PROGRESS REPORT
   **Staff Recommendation:** The Capital Improvement Project (CIP) Committee recommends the Board of Directors receive and file the report.

6. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) OUTREACH PROGRAMS UPDATE
   **Staff Recommendation:** For discussion and possible action.

7. DEPARTMENT REPORT
   **Staff Recommendation:** The Capital Improvement Project (CIP) Committee recommends the Board of Directors receive and file the report.

8. DIRECTORS REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF

9. ADJOURNMENT
   The Committee will adjourn to its next regularly meeting scheduled for March 28, 2018 at 11:00 a.m.

Agenda posted by Senior Administrative Specialist Sherri Brown on March 15, 2018. In compliance with ADA requirements, this document can be made available in alternative formats upon request.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact the Manager of Internal Services at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas and minutes are available at the District’s website, [www.wrd.org](http://www.wrd.org).

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Manager of Internal Services at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
MEMORANDUM
ITEM NO. 3

DATE: MARCH 16, 2018

TO: CAPITAL IMPROVEMENT PROJECT (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF THE SPECIAL MEETING OF FEBRUARY 28, 2018

MINUTES OF FEBRUARY 28, 2018
SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A special meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on Wednesday, February 28, 2018 at 11:05 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Albert Robles called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM
A quorum was present, which included:
Committee: Directors Robert Katherman, Albert Robles, Sergio Calderon and Willard H. Murray, Jr. President John D. S. Allen arrived late.
Staff: Ken Ortega; Scott Ota; Jim McDavid; Lyndsey Bloxom; Kimberly Badescu; David Alvarez; H. Francisco Leal
Public: Rick Taylor, Jeff Taylor and Makoto Mizutani – Dakota Communications; Brett Jordan – J. F. Shea; Benjamin Ocasio – Pacific Resources Services

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
None.
3. **AWARD OF CONTRACT TO TETRA TECH FOR THE DESIGN OF SUPPLEMENTAL RECHARGE WELL PUMPING AND CONTROL EQUIPMENT ASSOCIATED WITH THE GROUNDWATER RELIABILITY IMPROVEMENT PROJECT ADVANCED WATER TREATMENT FACILITY (GRIP AWTF)**

Manager of Engineering Jim McDavid provided the report.

   Upon a motion duly made by Director Katherman, seconded by Director Murray, and unanimously approved, with President Allen absent, it was

   RESOLVED: That the Capital Improvement Projects (CIP) Committee recommended the Board of Directors authorize the General Manager to execute a contract, subject to approval as to form by District Counsel, to Tetra Tech, Inc., in the amount to $9,950.00 to complete plans and specifications for pumping and control equipment associated with the GRIP AWTF supplemental recharge wells.

4. **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA REQUIRING A 2/3 VOTE TO NAME OR RENAME A WRD FACILITY**

Director Robles provided the report. Discussion followed. President Allen arrived.

   Upon a motion duly made by Director Katherman, seconded by Director Calderon, and approved by roll call vote with President Allen casting a No vote, it was

   RESOLVED: That the Capital Improvement Projects (CIP) Committee recommended the Board of Directors direct District Counsel to prepare and present the Resolution at the next regularly scheduled Board meeting.

   Ayes _4_
   Noes _1_
   Absent _0_
   Abstain _0_

5. **AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FINDING AND DETERMINING THAT NON-PUMPING AGENCIES WITHIN THE ESTABLISHED SERVICE AREA OF THE DISTRICT DO NOT POSE ISSUES OF INCOMPATIBILITY CONSISTENT WITH SECTION 1099 OF THE CALIFORNIA GOVERNMENT CODE**
District Counsel H. Francisco Leal recommended that the Committee address Items 5 and 6 together; and for Committee Chair Robles to abstain from voting on these two ordinances as it may be interpreted by some that Committee Chair Robles is directly impacted by this matter. Mr. Leal provided the report for these two ordinances. Discussion followed.

As the Vice Chair of the Capital Improvement Projects (CIP) Committee, Director Katherman took over the reporting for Items 5 and 6. Discussion followed.

Upon a motion duly made by Director Calderon, seconded by Director Murray, and approved by roll call vote with Director Robles abstaining and Director Allen casting a No vote after further discussion, with a roll call vote it was

RESOLVED: That the Capital Improvement Projects (CIP) Committee recommended the Board of Directors direct District Counsel to prepare and present the Ordinance and Urgency Ordinance at the next regularly scheduled Board meeting.

Ayes _3_
Noes _1_
Absent _0_
Abstain _1_


This item was passed concurrently with Item 5.

7. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) DESIGN-BUILD PROJECT PROGRESS REPORT

At this time, Committee Chair Robles took his seat as Chair and presided thereafter.

Assistant General Manager Ken Ortega and Mr. McDavid provided the construction progress and cost update report for GRIP AWTF, officially known as the Albert Robles Center (ARC). Discussion followed.

The Committee suggested that additional hangtags be provided to the community near the construction areas, informing them of ongoing projects and progressive construction events. Discussion followed.

Diversity reports were provided by representatives from J. F. Shea and Pacific Resources Services. Discussion followed. Ben Ocasio reported that 56% of workers on the ARC project were local hires.

Discussion followed. No action was taken.
8. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) OUTREACH PROGRAMS UPDATE

Rick Taylor presented graphics for the newly named Albert Robles Center (ARC) for review and input. He reported that he intends to bring back rollout plan updates at the next Committee meeting. Discussion followed.

Mr. Taylor stated he will work the Jim McDavid and Ken Ortega to create the informational hangtags for the ARC regarding construction in the neighborhood. Discussion followed. No action was taken.

9. DEPARTMENT REPORT

Mr. Ortega provided information about Central Basin’s interest in trying to increase water sales and exchange their San Jose Creek water allocation rights with rights at the Los Coyotes facility. He stated that conversations were going well, and he hopes to have more information to provide to the Committee in the near future.

He reported that the City of Whittier had been approached regarding land possibly open to lease or sale discussions with WRD. Discussion followed.

Mr. Ortega said that Staff is requesting the CIP Committee recommend authorization from the Board of Directors to work with legal counsel to draft a letter of expression of interest of land acquisition or lease option, and negotiate with the City of Whittier for four acres. Discussion followed.

The Committee suggested to include Central Basin in the negotiations.

Upon a motion duly made by Director Murray, seconded by President Allen, and unanimously approved, it was

RESOLVED: That the Capital Improvement Projects (CIP) Committee recommended the Board of Directors authorize staff to work with legal counsel to draft a letter of expression of interest of land acquisition or lease option, and forward that to the City Manager of the City of Whittier for four acres.

This will be a Closed Session discussion under the title of property negotiations at the meeting of the Board of Directors.

10. DIRECTORS REPORTS, INQUIRIES, AND FOLLOW-UP OF DIRECTIONS TO STAFF

None.

11. ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:22 P.M.
MEMORANDUM
ITEM NO. 4

DATE:        MARCH 16, 2018
TO:          CAPITAL IMPROVEMENTS COMMITTEE
FROM:        ROBB WHITAKER, GENERAL MANAGER
SUBJECT:     CONTRACT AWARDS FOR ON-CALL ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES

SUMMARY
The District is currently under contract with several consulting firms to perform professional engineering and construction management services for specific large scale capital improvement projects. However, engineering and construction management services are often needed for miscellaneous or smaller-scale civil engineering and repair and replacement projects at the treatment plants. The proposed on call professional engineering and construction management services contracts will allow the District to quickly issue task orders on an as-needed basis.

The engineering and construction management services will include but not limited to: preliminary engineering studies, cost estimating, project investigations and recommendations, small-scaled capital improvement modification or repair designs and preparing technical reports. Firms in the On-Call pools should be well versed in professional engineering, planning, water quality, process and engineering design of water treatment facilities, CEQA and environmental compliance and construction activities.

Staff would like to retain professional services for two separate “pools” of Consultants to perform various engineering and construction management services on an as-needed basis for a three year period. On November 16, 2017 the Board of Directors authorized Staff to release a Request for Qualifications (RFQ) from qualified engineering and construction management firms. Staff released two Request for Qualifications solicitations, one for On Call Engineering Services and one for On Call Construction Management services, on November 27, 2017. A mandatory pre-solicitation meeting was held on December 7, 2017 and attended by 28 different consulting firms. Staff received a total of ten (10) On Call Engineering qualifications packages and six (6) On Call Construction Management qualifications packages. All packages were reviewed and a short list of six (6) On Call Engineering teams and four (4) On Call Construction Management firms were interviewed. From the teams interviewed five (5) On Call Engineering firms and four (4) On Call Construction Management firms are being recommended for contract award. Rankings for the recommended consultants can be found below.
The On Call Engineering and Construction Management Program structure and process has been extensively thought through to create a program set up to support the District’s expanding capital infrastructure needs in a timely manner. The following are key points which outline the process for the utilizing the On-Call Program:

1) The On Call Program would be set up with all consultants in the two pools. Each pool would be capped with an authorized budget amount as specified in the staff recommendation.

2) A WRD Project Manager who has a project to complete would need to then prepare an abbreviated request for proposals (RFP) solicitation and email out to the specific On-Call pool they need service from.

3) The On-Call pool would then be required to provide a proposal, typically within a week, to the Project Manager. All consultants in the pool are required to propose on every solicitation, this provides competitive bid for each work project being solicited.

4) The Project Manager and one other qualified Staff member will review and score the proposals and make a Consultant recommendation for the work being solicited.

5) A contract amendment for the selected Consultant will be drafted to be signed by the appropriate Board members. Since a total aggregate budget amount for the On-Call pool will have been awarded by the Board, the contract amendment for each project does not need to go back to the Board for approval.

6) A Purchase Order for each project will be issued once the contract amendment for the selected Consultant has been completed so work can begin.

7) All contract amendments issued to the On-Call pools will be tracked and monitored by Engineering and Finance to ensure the total aggregate contract values for the Consultants in the pool does not exceed the Board approved budget limit.

During the solicitation process Staff locked in hourly rates for the duration of the On-Call contracts. This will provide the District with a fiscal benefit to completing as needed projects and services.
FISCAL IMPACT

STAFF RECOMMENDATION
The CIP Committee recommends:

1) The Board of Directors authorize individual professional service contracts, subject to approval as to form, with the following firms to perform As Needed On-Call Engineering Services for a not to exceed aggregate budget amount of $2,500,000:
   a. AKM
   b. Hazen and Sawyer
   c. Perc Water
   d. KEH
   e. CH2M / Jacobs

2) The Board of Directors authorize individual professional service contracts, subject to approval as to form, with the following firms to perform As Needed On-Call Construction Management Services for a not to exceed aggregate budget amount of $1,000,000:
   a. AKM
   b. Dudek
   c. MNS
   d. Butier

Attachment:
Draft Professional Services Sample Agreement – Engineering Services
Draft Professional Services Sample Agreement – Construction Management Services
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 fees and Consultant Rate Schedule attached to this Agreement as Exhibit A which may not be changed except with District’s written approval.

3.2 Reimbursable Expenses. Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit A, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, 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. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. 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, data, 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 exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization of the District.

6. Publication of Project Information. Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. Patents and Copyrights. The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. Consultant’s Status. Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any
of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: _______________________.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards
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 $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

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 polices except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies (with the exception of Professional Liability) 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 thirty (30) 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 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

12.2.6 The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

12.2.10 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 equivalent or as otherwise approved by District.
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:
Email:
Fax:

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

21. Integration; Construction. This Agreement (inclusive of exhibits incorporated herein by
this reference) 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.
Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral
terms or conditions provided by Consultant), in the event of any conflict or inconsistency
between this Agreement and Exhibit A (or any invoice or other unilateral terms or
conditions provided by Consultant), this Agreement shall control. 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**

---

**[INSERT CONTRACTOR NAME]**, ("CONSULTANT")

---

**Approved As To Form**

LEAL, TREJO LLP

---

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF SERVICES AND FEES

1) An On-Call Program (On-Call), consisting of a pool of four Construction Management Services Consultant Firms (Consultant) who were shortlisted through a Request for Qualifications (RFQ) for On-Call Engineering Services solicitation process, attached hereto as Exhibit A-1, will be established with each Consultant having their own individual contract.

2) A District Project Manager who has a prospective project to complete will prepare a Request for Proposals (RFP) solicitation and send the RFP to the On-Call pool for the professional services being solicited.

3) The On-Call pool of Consultants will be required to propose on every solicitation sent to them, and shall provide their proposal, typically within one week, to the District Project Manager.

4) A budgetary amount, for this agreement, which amount applies to Consultant’s fee and reimbursable expenses will be established on a to be determined project by project basis. 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.

5) The Consultant selected for their proposed services will be awarded an Amendment, between the District and Consultant, to their individual contract which will include their proposed scope of services, fees, and schedule, and shall be compensated for actual services performed in accordance with their proposal and as described in the RFP.

6) Any changes to this Agreement shall be made and entered through an Amendment between the District and Consultant.
REQUEST FOR QUALIFICATIONS
(RFQ-17-005)

For On-Call Construction Management Services

Issued: Monday, November 27, 2017

Mandatory Pre-Submittal Meeting:
Thursday, December 7, 2017 at 2:00 p.m.
WRD Board Room
4040 Paramount Blvd
Lakewood, CA 90712

Questions Regarding this RFQ Due:
Monday, December 11, 2017, at 2:00 p.m.
Melody Wu, Project Administrator
E-mail: mwu@wrd.org

STATEMENT OF QUALIFICATIONS DUE:
Wednesday, January 3, 2018 at 3:00 p.m. PST

Submit sealed Statement of Qualifications to:
Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712
Phone: (562) 921-5521
www.wrd.org
NOTICE TO RESPONDENTS

Request for Qualifications
For On-Call Construction Management Services

PURPOSE: The Water Replenishment District of Southern California (WRD or District) is seeking Statements of Qualifications (SOQ) from qualified and experienced firms (also referred to as “Consultant” or “Respondent” herein) to participate in WRD’s On Call Construction Management Services program.

Interested firms are requested to submit a Statement of Qualifications (SOQ) to present their expertise and experience in, but not limited to, the following areas: pre-construction services, construction phase services and project close-out services more thoroughly outlined in Exhibit A. A list of projects for which engineering services may be required has been attached as Exhibit B. WRD intends to evaluate the SOQs received and enter into negotiations with the selected Consultant for a Professional Services Agreement (Contract) with a specific scope of work, budget, and schedule. Should negotiations fail, the District will enter into negotiations with the District’s selection for second most qualified firm.

This Request for Qualifications (RFQ) describes the required scope of services, the information that must be included in the SOQ, and the Respondent selection process. Respondents are encouraged to carefully review this RFQ in its entirety prior to submitting their SOQs. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This RFQ is available for downloading from the WRD website: http://wrd.org/content/business-opportunities.

SOLICITATION SCHEDULE: Milestones for the RFQ process are summarized in the table below. The District reserves the right to modify the schedule below at its discretion. Proper notification changes will be made to interested respondents.

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<td>Statement of Qualifications Due</td>
<td>Wednesday, January 3, 2018</td>
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<td>Interviews (if conducted) (Date Tentative)</td>
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<td>WRD Board Awards (Date Tentative)</td>
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QUESTIONS REGARDING THIS RFQ: All questions regarding the technical aspects or general requirements/provisions of this Request for Qualifications (RFQ) must be directed in writing to Melody Wu, Project Administrator, via e-mail: mwu@wrd.org, with the subject heading “Question – RFQ-17-005 For On-Call Construction Management Services” by no later than Monday, December 11, 2017, at 2:00 p.m. Questions received from prospective
respondents, and responses from WRD, will be formally documented in a Question and Answer (Q&A) table that will be posted on the WRD website: http://wrd.org/content/business-opportunities. The Q&A table will be updated regularly as questions are received from prospective respondents.

**DEADLINE FOR SOQS:** Five (5) hard copies and one (1) electronic copy of the SOQ must be received in a sealed envelope by WRD no later than **Wednesday, January 3, 2018 at 3:00 p.m.**, or such later time that WRD may announce by addendum to respondents at any time prior to the submittal deadline. The envelope shall be plainly marked on the exterior “SOQ For On-Call Construction Management Services” and with the name and address of the Respondent. Envelopes containing proposals will be time stamped upon receipt by WRD.

SOQs must be mailed or delivered in person or via courier services to:

> Attn: Melody Wu, Project Administrator  
> Water Replenishment District of Southern California  
> 4040 Paramount Blvd.  
> Lakewood, CA 90712

SOQs received after the deadline will not be considered under any circumstances. Faxed or e-mailed SOQs will not be accepted. There will be no formal opening of the received SOQs. WRD reserves the right to reject any and/or all SOQs received.
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**LIST OF EXHIBITS:**
Exhibit A: Description of Scope of Work and Services
Exhibit B: List of Potential Projects
Exhibit C: Consultant and Subconsultant Status as LBE, SBE, and VBE
Exhibit D: WRD Standard Professional Services Agreement
Exhibit E: Acceptance Letter
1.0 INTRODUCTION
The WRD is a State Special District that was established in 1959 under the California
Water Code (Division 18, §60000 through §60622) to manage the groundwater resources
within the Central Basin and West Coast Basin in southern Los Angeles County. WRD’s
mission is to provide, protect and preserve high-quality groundwater through innovative,
cost-effective and environmentally sensitive basin management practices for the benefit
of residents and businesses of these groundwater basins. The aquifers in the Central Basin
and West Coast Basin provide for about 40 percent of the total water needs for the people
and businesses in the 43 cities covering WRD’s 420-square mile service area.

To accomplish its mission, WRD conducts managed aquifer recharge using imported
water, recycled water, and storm water, prevents seawater intrusion through injection of
imported water and recycled water into coastal barrier wells, protects and preserves
groundwater quality through monitoring, testing, data analysis, and treatment, and
ensures a future supply of reliable groundwater through planning, conjunctive use, and
development of new projects. More information regarding the WRD can be found at
www.wrd.org.

2.0 BACKGROUND
WRD plans to utilize on-call engineering and construction management services to
deliver Capital Improvement, R&R and Operations Support projects in a cost efficient
and effective manner. WRD has identified numerous Capital Improvement and R&amp;R
projects scheduled for completion in the next five years.

It is anticipated that up to five separate Construction Management Firms (Consultant)
will be selected to provide on-call construction management services on a task order
basis to help implement these various projects. The term of this new on-call contract will
be three years.

Each project shall be negotiated separately and be awarded as a task order, complete with
a scope of work, fee estimate, schedule, and project team organization chart, on an as-
needed basis. The Consultant must provide a proposal in response to each solicitation
from the WRD project manager. Failure to provide proposals may result in the
Consultant not being asked to submit on subsequent on-call RFPs.

Task orders under the on-call agreements will be issued as follows:

- WRD will provide a scope of work for the task order to each Consultant.
- Consultants will submit abbreviated proposals for each task order to identify the
fee estimate, design/engineering technical approach, design/engineering team
members, Consultant qualifications, design/project schedule, and number of
deliverables.
- Fee estimates shall include hours associated with the approved rates from the
RFQ, all other direct costs (ODCs), sub-consultants, markups, or other firm-
specific fees should be fully burdened in the billing rates. No ODCs, allowances
or markups will be allowed for the duration of the contract.
• Task orders will be awarded to a Consultant based on evaluations of proposals for completeness, qualifications, and best value.
• Consultant shall not proceed with the task until WRD issues a Notice to Proceed.
• WRD reserves the right to negotiate the fee for each task order with the Consultant.
• Consultant’s fee schedule shall be in effect upon execution of contract with the rate schedule by billing classification and staff names to be billed under those rates and titles to be used for this contract. While the specific scope of work for each task order will vary, the hourly rates associated with specific personnel included in the master contract agreement will remain in effect for the term of the contract.

3.0 SCOPE OF SERVICES

See Exhibit A

4.0 LIST OF POTENTIAL PROJECTS

See Exhibit B

5.0 STATEMENT OF QUALIFICATION (SOQ) CONTENTS

To provide a degree of consistency in review of the written SOQs, firms are requested to include the following content in their SOQs. The information requested below will be used to evaluate each SOQ based on the evaluation criteria outlined in this RFQ. Emphasis shall be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Excessive or irrelevant materials will not be favorably received. SOQs may be deemed nonresponsive if they do not respond to all areas specified below. The SOQ shall be of such scope and depth to sufficiently describe and demonstrate the Respondent’s qualifications and capabilities.

The following subsections describe the contents required in the SOQ, and shall be organized in separate sections tabbed with corresponding letters and related headings in the order they are presented.

5.1 Title Page

Respondent should identify the RFQ title, name and title of the firm’s contact person, address, telephone number, fax number, email address, and date of SOQ submission.

5.2 Cover Letter

A principal of the firm authorized to commit the firm to the requirements of the RFQ must sign the cover letter. The letter shall discuss the Respondent’s commitment to providing high quality services as described in the RFQ. Additionally, the letter shall briefly describe the firm’s understanding and approach to the services. The letter should identify a contact person (name, e-mail address, and phone number) for future communication during the selection process.

5.3 Table of Contents
The table of contents should include a clear and complete identification by section and page number of the submitted materials.

5.4 Company Background

Provide a brief background of the firm including history, types of services provided, organization structure, number of employees, annual revenues, number of offices and locations with staff size and disciplines, and any other relevant information that may be useful in determining the firm’s qualifications to provide the services described in this RFQ.

5.5 Project Team and Qualifications

Provide an organizational chart that describes the structure of the project team, including subconsultants/subcontractors. The project team description shall identify the following:

(i) The Project Manager,

(ii) The names of readily-available key personnel that will be deployed for each task and their contact information, and the primary office locations of each project team member (preferably within the southern Los Angeles County area),

(iii) The role each team member will play in providing services under the Contract, and

(iv) A written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the District’s prior approval. The SOQ shall clearly identify who will lead the execution of assigned tasks and the respective personnel that will be assigned to them.

Provide a description of the experience, qualifications including required licenses and certifications, area of expertise or specialization, and availability (including current workload) of the project team members, including subconsultants/subcontractors, if any. Describe other project commitments by project team members and the anticipated level of involvement of each team member based on the abilities and expertise required for the type of work desired.

Provide the resumes of all members of the project team, including subconsultants/subcontractors, as an appendix. Each resume shall not exceed three (3) pages and shall include name and title, education, years with the company, licenses and certifications (issue and expiration dates), home office location, relevant experience within at least the last five (5) years, and other required qualifications discussed in this RFQ.

The identified Project Manager will be WRD’s main point of contact for all assigned projects for the duration of the Contract. The SOQ shall include the Project Manager’s contact information, including phone and e-mail address.

Once a Contract has been executed, the Consultant must request approval of the District in advance of any new personnel being assigned to the project. The District reserves the
right to reject or remove personnel performing services at any time for the duration of the Contract.

5.6 Local Business Enterprise (LBE) and Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) Preference

Complete a table (an example is provided in Exhibit “C”) that specifies the certification status of the Consultant and its subconsultants with respect to Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE). The status of business enterprise is requested information in this SOQ and will be used as criteria for SOQ evaluation. Please refer to Section 9.6 for definitions of LBE, SBE, and VBE.

5.7 Experience and Record of Past Performance

Describe Respondent’s experience in completing similar assignments, preferably using the same project team proposed for the services described in this RFQ. Ongoing projects currently being performed by the Respondent may also be submitted for consideration.

Clearly identify the role of all team members in each of the projects referenced. For each of the reference projects listed, provide the following information:

1. Name and location of project;
2. Name and address of project owner/sponsor;
3. Name and current phone number and e-mail address of owner's representative intimately familiar with the project, to contact for reference. Verify the reference person that can be contacted at the phone number provided;
4. A description of type and extent of services provided for the project;
5. Project budget (both projected and "as completed");
6. Project schedule milestones (both projected and "as completed"). Include dates of project initiation, key milestones and deliverables, and completion date or status of the project;
7. Special problems or difficulties encountered, such as project budget and schedule control issues, and how they were resolved by the Consultant; and
8. Applicability and relevance of the referenced project to the services described in this RFQ.

The District at its discretion may contact other firms or agencies for additional information. Failure to provide accurate contact information, adequate information or project reference summaries may be cause for rejection of the SOQ as being nonresponsive.

5.8 Additional Comments
Include any comments, suggestions, or additions the Respondent may have regarding the scope of services or any other aspects of the services that the Respondent feels would be helpful to WRD in selecting a firm for the services described in the RFQ. Identify the potential impact(s) or benefit(s) that these recommendations would have if accepted by WRD.

5.9 **Conflict of Interest**

Provide a statement that the Respondent, individuals employed by the Respondent, or firms employed by or associated with the Respondent, including subconsultants/subcontractors, do not have a conflict of interest with the Project. The Respondent shall exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest and shall include, but is not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District. If a potential conflict of interest is identified in any form, the Respondent shall inform the District immediately. Respondents are subject to disqualification on the basis of a conflict of interest as determined by WRD.

5.10 **Other Information**

The SOQ shall include:

- A statement that the Respondent will meet the insurance requirements per Section 12 of the District’s standard Professional Services Agreement, which is attached to this RFQ as Exhibit “D”.
- A statement or description regarding any litigation to which the firm is a party, any bankruptcy settlements, or unpaid judgments against the firm or its principals.
- A statement as to whether the firm has defaulted on previous professional contracts.

5.11 **WRD Standard Contract**

The selected Consultant shall be expected to execute a Contract using the District’s standard Professional Services Agreement, which is provided as Exhibit “D”.

Respondents shall provide a statement in their SOQs clearly stating acceptance of all the terms and conditions specified in the standard Professional Services Agreement (i.e. no exceptions can be made to WRD’s standard Professional Services Agreement).

5.12 **Rate Sheet**

Provide the hourly rate for each project team member proposed to work on the District’s projects. It is expected that the indicated hourly rates will remain in effect for the duration of the Contract unless otherwise specified and approved by WRD. The rate sheet shall also include any other rates or fees, such as markups for subconsultants/subcontractors not identified as part of the project team, equipment markups, or other direct costs that may be incurred. Any other rates to be potentially incurred by the District shall be
included. Please refer to Exhibit A for additional information on rate schedule and reimbursement.

6.0 SOQ SUBMISSION REQUIREMENTS

6.1 SOQ Format

The SOQ shall be limited to no more than 25 pages in length. This does not include the title page, table of contents, cover letter, appendices, dividers, or résumés. All sections of the SOQ shall be printed on 8.5” x 11” size recycled paper or recyclable white bond paper, paginated, and bound. Any oversized documents, such as charts or tables, must be folded to size and secured in the envelope.

All files shall be in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 8.0 (at a minimum). The main directory of the flash drive shall contain the entire SOQ as a single PDF file. All sections of the PDF file shall be bookmarked.

6.2 SOQ Signing

The SOQ shall be wet signed by an officer, or officers, authorized to execute legal documents on behalf of the Respondent. The submission and signing of the SOQ shall indicate the intention of the Respondent to adhere to the provisions described in this RFQ and certifies that the SOQ was prepared independently and was submitted without any collusion designed to limit competition or bidding.

6.3 SOQ Submittal Procedures

Five (5) hard copies of the SOQ shall be submitted in a sealed envelope to WRD no later than the SOQ due date and time indicated in this RFQ. The envelope shall be plainly marked on the exterior “SOQ For On-Call Construction Management Services” and with the name and address of the Respondent. In addition, an electronic copy of the SOQ on a flash drive shall be submitted. Envelopes containing SOQs will be time stamped upon receipt by WRD.

SOQs must be mailed or delivered in person or via courier services to:

Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712

It is the Respondent’s responsibility to ensure that SOQs are received prior to the submittal deadline. SOQ packages should also include all signed Acknowledgment of Addendum forms that may be issued by WRD as part of this RFQ process, as further described below.

The WRD will not be responsible for the proper identification and handling of any SOQs submitted incorrectly. Late SOQs, late modification, or late withdrawals will not be
considered under any circumstances. Faxed or emailed SOQs will not be accepted. There will be no formal opening of the received SOQs.

6.4 SOQ Preparation Costs

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of SOQs. Firms responding to this RFQ will be solely responsible for all costs and expenses incurred during the selection process.

6.5 Acknowledgement

An Acceptance Letter (Exhibit “E” attached) has been attached to this solicitation. This Acceptance Letter is to be completed and signed by the Respondent and shall be included with the Respondent’s submittal.

7.0 EVALUATION CRITERIA

Selection will be made on the basis of WRD’s judgment as to which SOQ best serves WRD’s interest. The SOQ will be evaluated on the basis of the criteria listed below in this section. SOQs also will be evaluated based on the clarity, completeness, and professional quality of the documents submitted, as well as conformance to the RFQ instructions and responsiveness to the RFQ requirements in a straightforward and concise manner.

7.1 Project Team and Qualifications

Project team’s technical and management competence to perform the work specified herein will be evaluated. Considerations include, but are not limited to the following:

- Professional qualifications and education of the project team.
- Expertise and the appropriate mix of skills and disciplines of the project team and percentage of work to be self-performed.
- The accessibility and commitment of the Respondent’s key personnel and subconsultants/ subcontractors to successfully complete assigned projects, including the geographic proximity of each team member’s primary office location with respect to the District’s service area.
- Ability to perform work on short notice and anticipated response times.
- Capacity and flexibility to complete high quality work in a timely manner that meets the established schedule.
- Familiarity with the policies and procedures of the District, County, and other local agencies.

7.2 Performance on Similar or Related Projects

WRD reserves the right to conduct an independent verification of the Respondent’s experience qualifications by contacting project references, accessing public information, or contacting independent parties. Prospective respondents shall respond and provide additional information that may be requested during the evaluation of SOQs. Factors to be considered will include, but may not be limited to, experience with similar projects,
project coordination, cost control, quality of work, technical capability, and adherence to project schedules and standards.

7.3 Billing Rates

Each firm will be evaluated on billing rates for services that may be provided. WRD considers the potential services to be Professional Services, meaning they will be judged based on anticipated overall value for services rendered.

7.4 Organizational and Support Resources

The following will be considered in the evaluation of SOQs:

- Capability under current workload to perform the work specified herein. Factors to be considered include, but may not be limited to, number of qualified staff allocated to assigned projects, availability of key personnel and support staff.
- Anticipated response times after notification of work assignments by WRD.

7.5 Local Business Enterprise (LBE) and Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) Preference

The District may give preference in the evaluation of SOQs to respondents based on the extent of participation demonstrated through compliance with LBE, SBE, and VBE participation. For purposes of this evaluation, the District may provide preference of up to 5% of the total evaluation points for consultants with at least 20% participations of LBE or at least 20% participations of SBE/VBE.

A Local Business Enterprise (LBE) is defined as a vendor, contractor, or consultant who has a valid physical business address and an established place of business: (1) located within five miles of the District’s service boundary or (2) located within a city that is situated within five miles of the District’s service boundary.

A Small Business Enterprise (SBE) shall mean a small business enterprise certified as such by any branch of the Federal Government, the State of California, or by any other Public Entity within the State of California as defined by California Public Contract Code Section 1100. To qualify for the SBE Preference, SBEs must be certified as such at the time the SOQ is submitted to the District. Proof of certification should be submitted to the District along with the SOQ, and not later than two (2) business days after the deadline for submitting SOQs. Proof shall include a copy of each SBE’s certification or other appropriate documentary evidence by the certifying public entity. Proof of certification may be subject to verification by the District. The District shall not, however, be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a SBE. Companies having certifications for Veteran Business Enterprise (VBE) may submit such certifications, which may be used by the District in partial fulfillment of the 20% SBE participation.

For companies with multiple offices, the office affiliation of the proposed individuals working on the project will be used as a means to estimate the company’s LBE participation.
8.0 SELECTION PROCESS

This solicitation is being conducted by WRD through a fair and open process in accordance with procurement policies established for water replenishment districts in the State of California, those policies established by WRD, and applicable State laws.

All responsive SOQs will be evaluated by a selection committee formed by the District. The SOQ shall be of such scope and depth that sufficiently describe and demonstrate the Respondent’s understanding, approach, capability, and qualifications. Submittal of incomplete or vague responses to any section or subsection of this RFQ may result in rejection of the SOQ. SOQs will be evaluated, scored, and ranked based on the criteria specified in Section 7 of this RFQ.

Once the Respondents are ranked, WRD will initiate negotiation with the top-rated respondent. If WRD is unable to reach an agreement with the top-rated respondent, negotiations will be formally terminated. WRD will then negotiate with the next highest-ranked respondent and so on until an agreement is reached. Once negotiations with a respondent are terminated, WRD will not renegotiate with that respondent.

The firm(s) that is(are) selected and recommended to the WRD Board of Directors for an award of contract will be the one(s) whose SOQ is determined to be the most advantageous to the District in consideration of successful negotiation of terms, acceptability of fees, and all other evaluation factors that are set forth in this RFQ. No other factors or criteria not listed in this RFQ shall be used in the evaluation.

9.0 GENERAL PROVISIONS

The Respondent should specify if any of the requirements included in this section or any other section of the RFQ pose a specific problem, and if so, identify the problem and its impact within the SOQ.

9.1 Entire Agreement

The services described in this RFQ, the successful SOQ (with any proposed optional tasks) approved by WRD, 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 RFQ is not only meant to aid in the preparation of SOQs, but it is also intended to serve as a binding technical guidance document for the Consultant. The consulting firm awarded a contract to provide services described in this RFQ shall be deemed bound to execute all requirements as listed and prescribed in this RFQ, unless WRD modifies aspects of the scope of work or any conditions in the RFQ in writing. Thus, the executed Contract will incorporate the terms and conditions specified in this RFQ, as well as the final scope of work and fee schedule submitted by the Consultant as part of its SOQ.

9.2 Contract Amendments

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

9.3 Term of Contract
Upon approval by the WRD Board of Directors, the District shall enter into a contract with a maximum term of two years with selected firm.

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

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

9.5 Business Records Access and Retention
All records pertaining to this Project, which are retained by the Consultant, shall be accessible to WRD while work is ongoing and for at least five years thereafter.

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

10.0 TERMS AND CONDITIONS
10.1 SOQ Rejection
WRD reserves the right to accept or reject any or all SOQs received in response to this RFQ or cancel in whole or part the selection process if it is in the best interest of the District to do so. Alternatively, the District reserves the right to waive any minor defect or technicality in any SOQ received.

10.2 SOQ Clarification and Requests for Additional Information
All SOQs shall be afforded fair and equal treatment with respect to any opportunity for clarification. WRD reserves the right to request clarification of information submitted and to request additional information from any or all respondents. The District may require any evidence it deems necessary, such as documentation regarding the Respondent’s financial stability, before any contract is awarded. In conducting discussions with respondents, there shall be no disclosure of information derived from SOQs submitted by competing firms.
10.3 **SOQ Validity Period**
Respondents may withdraw their SOQs at any time prior to the due date and time by submitting a written notification of withdrawal signed by the firm’s authorized agent. Respondents who withdraw their SOQs prior to the designated date and time may still submit another SOQ if done in accordance within the proper time frame. A SOQ cannot be changed or modified after it has been submitted by the designated due date and time and shall constitute an irrevocable offer, for a period of ninety (90) days, to WRD for the services set forth in the SOQ.

10.4 **RFQ Revisions and Addenda**
WRD reserves the right to issue a written Addendum or Addenda to provide further clarification or make revisions/corrections to the RFQ. All Addenda will be issued via e-mail to prospective respondents who were initially forwarded the RFQ via e-mail as well as other prospective respondents who have subsequently provided WRD with their contact information (i.e. e-mail address and telephone number). All Addenda will also be posted on the WRD website (http://wrd.org/content/business-opportunities) within a reasonable timeframe prior to the SOQ due date. If an Addendum is necessary within 72 hours of the SOQ submittal deadline, the District, at its discretion, can extend the SOQ submittal deadline.

Any Addendum issued must be acknowledged by the Respondent by signing and submitting the “Acknowledgment of Addendum” form that will be provided with each Addendum. All Acknowledgment of Addendum forms must be submitted to WRD as part of the SOQ package that is submitted by the SOQ due date. Failure to acknowledge any Addenda may result in the SOQ being considered nonresponsive and subject to rejection.

The Respondent shall be responsible for ensuring that its SOQ reflects any and all addenda issued by the District prior to the submittal due date. Therefore, the District recommends that prospective respondents check the WRD website prior to making their submission.

10.5 **Confidentiality**
The content of SOQs will be kept confidential until the award of contract by the WRD’s Board of Directors. All materials submitted in response to this RFQ will become the property of the WRD and will become public record after award of contract to the successful Consultant. The WRD will not return any SOQs to respondents.

If a Respondent believes any portion of its SOQ contains confidential or proprietary information, exempt from public disclosures under the California Public Records Act, the Respondent must label that information within its SOQ as “CONFIDENTIAL”, “TRADE SECRET”, or “PROPRIETARY.” The above restrictions may not include cost or price information, which shall be open to the public upon award of contract. Notwithstanding the foregoing, the District will not be responsible or liable in any way for losses that the Respondent may incur from the disclosure of information or material to third parties.
11.0  **LEGAL POLICIES**

11.1  **Compliance**

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

11.3  **Public Releases**

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

11.4  **Business License**

The Consultant will be required to show evidence of all valid and applicable business license(s), which must be in effect during the period of the performance of services specified herein.

11.5  **WRD’s Property**

All deliverables submitted pursuant to the performance of services specified herein shall become the sole property of WRD and they may be used in any manner and for any purpose WRD deems in its best interest.
EXHIBIT A: DESCRIPTION OF SCOPE OF WORK AND SERVICES

The selected construction management firm (Consultant) shall provide professional construction management services for the implementation of WRD’s Capital Improvement Program (CIP) and Operations Support Projects. A list of projects for which construction management services may be required has been attached as Exhibit B. The Consultant shall be responsible for project, safety, cost, time, quality and risk management; and ensuring conformance of the project improvements with the plans and specifications. WRD will request construction management services on a task order basis. The specific scope of work and services requested for each project will be described in a detailed task order.

The task order award process will be implemented as follows:

1. WRD will solicit abbreviated proposals for a specific scope of work from each Consultant who has been awarded an On-Call Construction Management Services Contract.

2. WRD will award the task order to the most qualified Respondent based on an evaluation of professional qualifications of key personnel, capabilities and specific project experience of the respondent, technical approach and methodology, fee proposal, and completeness and quality of proposal.

The Consultant must provide a proposal in response to each solicitation from the WRD project manager. Failure to provide proposals may result in the Consultant being removed from the proposer pool for on-call services. Staff members proposed for each task order shall not be substituted for the duration of the project without prior approval by WRD.

While the scope of services will vary for each individual project, it will generally include the following:

1. Pre-Construction Services – The Consultant shall provide pre-construction services including participation in general coordination meetings, review of drawings and specifications, constructability reviews, schedule review, preparation of contractor prequalification packages, negotiation of equipment procurement packages, review and analysis of contractor bids and pre-construction video surveys.

2. Construction Phase Services – The Consultant shall provide construction phase services including facilitation of regular project progress meetings, establishment of project communication protocols, establishment of an electronic document control system, coordination of submittal reviews and responses to requests for information (RFIs), establishment and management of the change order process, schedule reviews, inspection...
and materials testing, monitoring labor compliance requirements, review and approval of progress payments, professional surveying, monitoring of the construction contractor’s adherence to safety requirements, monitoring and verification record drawings process, review and/or verification of construction contractor’s certified payroll and compliance with prevailing wage requirements and start-up assistance.

3. **Project Close-Out** – The Consultant shall provide post-construction close-out phase services including development of project punch lists, review of contractor’s final record drawing set, processing final payment applications and transmitting the final project file to WRD’s project manager.

The Scope of Services is described in further detail in the following sections.

**Task 1: Task 1: Pre-Construction Phase**

1.1. **Kick-Off Meeting** – The Consultant shall attend a “kick-off” meeting with WRD, the Design Engineer, and all project stakeholders to become familiar with the scope of work and WRD’s Construction Management Procedures. The Consultant shall be prepared to present its standard Construction Management Plan along with templates proposed for use while administering the construction contract (e.g. submittal tracking log, daily inspection report, potential change order, meeting minutes, RFI tracking log, etc.).

1.2. **Constructability Reviews** – The Consultant shall perform detailed constructability reviews of preliminary and final design submittals as requested by WRD. Constructability reviews shall include WRD’s front-end documents, technical specifications, and contract drawings. All comments shall be neatly organized and tabulated in a formal submittal to WRD. The Consultant shall participate in constructability review workshops with WRD, contract operations staff and the Design Engineer to discuss review comments.

1.3. **Contractor Prequalification** – The Consultant shall assist WRD in developing prequalification packages for general contractors and specialty subcontractors. Prequalification packages shall be developed in accordance with the Public Contract Code and California Department of Industrial Regulations guidelines.

1.4. **Equipment Procurement** – The Consultant shall assist WRD in negotiating procurement packages and pre-purchasing equipment from equipment manufacturers and suppliers.

1.5. **Specification Development** – The Consultant shall develop specifications for inclusion in contract documents as requested by WRD including project safety requirements, scheduling requirements, project meeting requirements and work restrictions.
1.6. **Bid Phase Services** – The Consultant shall attend and participate in the project pre-bid meeting. The Consultant shall assist WRD with recommendations for issuance of addenda as necessary. The Consultant shall assist WRD in the review of bidding packages to determine lowest responsive and responsible bidder in accordance with latest Public Contract Codes.

1.7. **Pre-Construction Meeting** – The Consultant shall facilitate a Pre-Construction Meeting with WRD, the Design Engineer and the Contractor. The Consultant shall prepare a meeting agenda five business days in advance of the meeting and submit the agenda to WRD for review and comment. The Consultant shall transmit meeting minutes to all attendees within three business days of the meeting.

1.8. **Pre-Construction Survey** – The Consultant shall perform a pre-construction site video survey with the Contractor prior to the Notice to Proceed. The video survey shall document the existing condition of all areas potentially impacted by the Project work, including staging areas, storage areas, nearby existing structures, paved surfaces and vegetation. In addition to the video survey, the Consultant shall take digital photographs as necessary to document the existing site conditions. The pre-construction survey shall be submitted to WRD in DVD format within three business days.

1.9. **Pre-Construction Scheduling Meeting** – The Consultant shall facilitate a Pre-Construction Scheduling Meeting with WRD and the Contractor. The scheduling specification requirements and format of the construction schedule will be discussed at the meeting. The objective of the Pre-Construction Scheduling Meeting is to facilitate timely submittal, review and approval of the Contractor’s Baseline Schedule with as few resubmittals as possible. The Consultant shall prepare an agenda five business days in advance of the meeting and submit it to WRD for review and comment. The Consultant shall transmit meeting minutes to all attendees within three business days of the meeting.

1.10. **Quality Assurance/Quality Control Plan** – The Consultant shall develop a Quality Assurance/Quality Control (QA/QC) Plan as requested by WRD with a comprehensive, systematic approach to ensure that all elements of the Project are delivered in accordance with the contract documents. The Plan shall include QA/QC policies and procedures for all onsite construction work, offsite fabrication of equipment and materials, and startup and commissioning activities. The Consultant shall include provisions to submit a draft and final QA/QC Plan and the final accepted Plan shall be updated as the Project progresses.
Task 2: Task 2: Construction Phase

2.1. Weekly Project Progress Meetings – The Consultant shall facilitate weekly Project Progress Meetings with WRD, the Design Engineer, the contractor and all project stakeholders. The Consultant shall prepare the meeting agenda in advance of the meeting and transmit meeting minutes to all attendees within two business days. The Consultant shall utilize WRD’s standard meeting minutes template or approved equal.

2.2. Project Correspondence and Communication – The Consultant shall establish a communication protocol with all Project stakeholders at the commencement of the Project. The Consultant shall provide written correspondence to the Contractor as necessary to manage the Project in an efficient and timely manner and in accordance with the contract documents. All Project correspondence and documentation shall be issued through the electronic document control system.

2.3. Electronic Document Control System – The Consultant shall develop and maintain an electronic document control system to manage and track all Project documentation including, at a minimum, contract plans and specifications, correspondence, meeting minutes, progress payments, submittals, shop drawings, requests for information (RFIs), contract document clarifications (CDCs), potential change orders, change orders, field directives, daily reports and photographs. The document control system shall be accessible by WRD, the Design Engineer and the contractor. The document control system shall be capable of generating logs for submittals, RFIs and change orders. Upon completion of the Project, all documentation uploaded to the document control system shall be neatly organized in a project archive with a standard and uniform file naming convention, and shall be transmitted in a format acceptable to WRD. WRD reserves the right to request that the Consultant utilize an alternate document control system that meets the District’s requirements.

2.4. Submittal Review – The Consultant shall coordinate the submittal/shop drawing review process and route all transmittals to the appropriate reviewer (e.g., Construction Manager, Design Engineer, WRD, etc.). The Consultant shall maintain a log to track the status and review action of all submittals. The Consultant shall ensure that all submittals required by the contract documents have been submitted by the contractor. The Consultant is responsible for reviewing the contract documents and identifying the submittals for which it is responsible for reviewing. The Consultant shall maintain a neatly organized electronic system with PDF copies of all submittals.

2.5. Requests for Information (RFIs)/Requests for Clarification (RFCs) – The Consultant shall coordinate the RFI/RFC review process and route all RFIs/RFCs to the appropriate reviewer (e.g., Construction Manager, Design Engineer, WRD, etc.) The Consultant shall maintain a log to track the status of all RFIs and RFCs. The Consultant shall maintain a neatly organized electronic system with PDF copies of all RFIs/RFCs.
2.6. **Schedule Review** – The Consultant will be principally responsible for reviewing and approving the contractor’s Baseline Schedule, weekly look-ahead schedules, monthly schedule updates, recovery schedules and time impact analyses (TIAs). The Consultant shall submit its schedule review procedures to WRD’s Project Manager for review and approval.

2.7. **Change Management** – The Consultant shall establish and implement a change management procedure, including management of the change order process and reviewing, negotiating and responding to proposed change orders from the contractor. The Consultant shall implement a proactive approach to minimize change orders to the extent possible. Responses to change order requests shall be provided in accordance with the contract documents. All negotiated change orders shall be reviewed and approved by WRD’s Project Manager. The Consultant shall monitor and verify the authorized change order work.

2.8. **Claims Management** – The Consultant shall manage and respond to all claims and notices of potential claim from the construction contractor in a timely manner. The Consultant shall prepare a formal written analysis of the validity of each potential claim and provide a recommendation regarding entitlement and resolution to WRD’s Project Manager. The Consultant shall coordinate the resolution of conflicts and discrepancies in the plans and specifications, construction issues, and proposed field changes due to unforeseen conditions.

2.9. **Inspection** – The Consultant shall provide both on- and off-site inspection services as necessary to verify that the contractor’s work is performed in compliance with the contract documents, industry standards and applicable codes, environmental and local regulations, and construction permits. Inspection services shall include, but are not limited to, structural, civil, mechanical, electrical, instrumentation and controls, material inspection, quality control and assurance, materials testing coordination, and daily inspection reports. The Consultant shall document the contractor’s daily activities with a daily construction report using WRD’s standard template or approved alternative. Daily construction reports shall be filed each day. The Consultant shall take color photographs of construction activities on a daily basis. Daily construction reports and progress photos shall be neatly organized and incorporated into the Consultant’s electronic filing system. Consultant’s inspection staff shall have relevant experience and technical certifications in the designated field of expertise for which inspection services are being provided.

2.10. **Materials Testing/Specialty Inspection** – The Consultant shall provide material testing and specialty inspection services, including soil testing, welding inspection, concrete testing, coating inspection, electrical and controls inspection, masonry testing, adhesive anchor inspection, and reinforced steel testing as needed to ensure materials are furnished and installed in accordance with the contract documents. The Consultant shall also provide off-site shop inspection including, at minimum, pipe fabrication, fiber-reinforced plastic (FRP) tank construction, concrete and asphalt batching, coatings, and switchgear
fabrication. The Consultant shall develop and maintain a log of inspection and material testing services to compliance with the contract documents.

2.11. **Survey** – The Consultant shall provide professional surveying services as requested by WRD to establish baseline survey control and to verify locations of project improvements. Professional land surveyors are a protected classification subject to prevailing wage requirements as set forth by the California Department of Industrial Relations.

2.12. **Shutdown** – The Consultant shall establish and implement protocols for effectively executing plant outages and facility start-up with minimal impact to the plant operation. The Consultant shall coordinate with WRD, WRD’s contract operator, the Design Engineer and the contractor to develop detailed plans and schedules for all planned shutdown. The Consultant shall coordinate activities with WRD’s contract operator and the contractor during shutdown. The Consultant shall monitor and document shutdown work and update WRD on as needed basis.

2.13. **Schedule of Values** – The Consultant shall review and approve the Schedule of Values submitted by the contractor at the commencement of the Project. The Consultant shall ensure that the Schedule of Values contains sufficient detail to track the progress of the work and to facilitate approval of the contractor’s monthly progress payment applications.

2.14. **Progress Payments** – The Consultant shall review and approve the contractor’s monthly progress payment requests. The Consultant shall ensure that all supporting documentation and releases have been provided before transmitting the pay application to WRD’s Project Manager for review and approval.

2.15. **Permits** – The Consultant shall ensure that the contractor has obtained all permits necessary for the performance of the work and that all permit conditions are met by the contractor. The Consultant shall verify that the contractor submits timely requests for inspection and permit sign-offs from agencies having jurisdiction. The Consultant shall daily monitor the contractor’s traffic control system to ensure the traffic control is properly installed and maintained in accordance with the contract documents.

2.16. **Safety** – The Consultant shall monitor the contractor’s work practices to ensure that all safety requirements are met. The Consultant shall review the contractor’s Injury and Illness Prevention Plan (IIPP) and Job Hazard Analyses (JHA), and shall observe the contractor’s work to ensure conformance with OSHA requirements. The Consultant shall promptly notify the contractor and WRD of any observed safety violations.
2.17. **Monthly Report** – The Consultant shall prepare a monthly progress report documenting the status of the project budget (construction contractor and construction manager), project schedule, potential project issues and all work performed during the reporting period (e.g. number of RFI’s and submittals reviewed, number of meetings attended, construction photos, etc.). The monthly report shall be submitted with the monthly invoice statement.

2.18. **Record Drawings** – The Consultant shall review the contractor’s record drawings on a weekly basis to ensure that the drawings are up to date and accurate. The Consultant shall review the contractor’s record drawings at the end of each month prior to approving the contractor’s monthly progress payment request. The Consultant will also maintain an independent set of record drawings in its office.

2.19. **Certified Payroll** – The Consultant shall review the construction contractor’s certified payroll to ensure compliance with prevailing wage requirements as set forth by the California Department of Industrial Relations.

2.20 **Startup and Commissioning** – The Consultant shall coordinate with WRD, WRD’s contract operator, the contractor, and the Design Engineer to develop a comprehensive start-up plan. The Consultant shall coordinate with all project stakeholders to successfully start-up and commission the project improvement. The Consultant shall ensure that all startup, testing and commissioning activities have been properly performed, accepted and thoroughly documented before the Notice of Substantial Completion is issued.

**Task 3: Project Close-Out**

3.1 **Punch List** – The Consultant shall coordinate with WRD, WRD’s contract operator, the Design Engineer, and the contractor to prepare punch lists for outstanding items of work, including all documentation and submittals required by the contract documents, upon Substantial Completion of the Project. The Consultant shall be prepared to assign cost values for outstanding punch list items to facilitate prompt and timely close-out of the Project and release of retention. The Consultant shall ensure that all punch list items have been addressed to the satisfaction of WRD.

3.2 **Record Drawings** – The Consultant shall review the contractor’s final red-line drawings to ensure that the drawings are accurate and complete with all field changes. The Consultant shall certify the accuracy of the final red-line drawing set before final payment is approved and before the red-line drawings are transmitted to the Design Engineer for incorporation into AutoCAD. The Consultant shall transmit the final red-line drawings to the Design Engineer within 1 week of receipt from the contractor to facilitate preparation of record drawings. The Consultant shall transmit both hard copies
and electronic copies (PDF Format) of the contractor’s red-line drawings to WRD and Design Engineer.

3.3 **Warranty/O&M Manuals** – The Consultant shall review and verify warranties and guarantees are submitted by the contractor as specified in the contract documents. The Consultant shall coordinate with WRD and WRD’s contracted operator to verify that proper operations and maintenance manuals and any training materials have been provided in accordance with the contract documents.

3.4 **Final Payment** – The Consultant shall reconcile all contract Bid Items, change order work and outstanding punch list items in the preparation of the final payment to the contractor.

3.5 **Close-Out Report** – The Consultant shall prepare a Close-Out Report including, at a minimum, a summary of the Project construction, key issues, lessons learned, change summary, schedule summary, as-built schedule and recommendations for the management of future projects. The Consultant shall include provisions to submit a draft and final Close-Out Report.

3.6 **Project File** – At the conclusion of the Project, the Consultant shall transmit all Project-related documentation to WRD’s Project Manager. An electronic version in PDF format shall be maintained throughout the duration of the Project and transmitted to WRD. The Project file shall be neatly organized and all files shall be accurately titled and labeled to facilitate ease of access by WRD staff. The Consultant shall present the Project file structure to the WRD Project Manager when transmitted.

**RATE SCHEDULE AND REIMBURSEMENT**

The Consultant shall include a rate schedule that lists the hourly labor rates by work classification and personnel for its firm. Even though this is a multi-year contract, the Consultant shall provide one rate schedule to be applicable for calendar years 2018, 2019 and 2020. No annual rate increases shall be granted for the duration of the contract.

i. Include the rate schedule by billing classification and staff names to be billed under those rates and titles to be used for this contract. While the specific scope of work for each task order will vary, the hourly rates associated with specific personnel included in the master contract agreement will remain in effect for the term of the contract.

ii. All expected fees and other direct costs (ODCs), sub-consultants, markups, or other firm-specific fees should be fully burdened in the proposed billing rates. No ODCs, allowances or markups will be allowed for the duration of the contract.

iii. WRD will not provide payment for travel, lodging, meals or subsistence unless requested and approved by the Project Manager in advance of the incurred costs. All approved expenses shall adhere to WRD’s Administrative Code pertaining to
daily meal and travel limits. No markup will be provided on pre-approved travel, lodging, meals or subsistence costs. Mileage reimbursement will be based on the standard mileage rates published by the Internal Revenue Service (IRS) effective at the time when the mileage costs are incurred.

iv. Terms and conditions from the Respondent’s sub-consultants shall not be incorporated into the Respondent’s rate schedule and fee proposal. WRD will not honor the terms and conditions of sub-consultants and WRD’s contract with the Respondent shall govern in all cases.

v. Building/Construction Inspectors, Materials Testers and Surveyors are protected classifications subject to prevailing wage requirements as set forth by the California Department of Industrial Relations. The Consultant’s rate schedule must reflect prevailing wage payments to its inspection staff, including fringe benefit payments and training fund contributions. The District reserves the right to request copies of certified payrolls and any other documentation necessary to verify the payment of prevailing wages and fringe benefits in accordance with the California Labor Code.

END OF SCOPE OF WORK
EXHIBIT B: LIST OF POTENTIAL PROJECTS

CAPITAL IMPROVEMENT PROGRAM PROJECTS
- Cerritos Interconnect Recycled Water Pipeline
- Regional Brackish Water Reclamation Project
- Chemical line and double containment re-piping at Leo J Vander Lans
- Pipe, turnout structure and connection to Dominguez Gap Barrier
- DGB potable backup connection

R&R PROJECTS
- Goldsworthy fiberglass grating replacement
- Goldsworthy Roof replacement
- Goldsworthy HVAC upgrade and replacement
- Goldsworthy Chemical containment upgrades
- WRD Office Building roof rehabilitation
- WRD Field Annex building design
- Treatment Plant Electrical Upgrades
- Goldsworthy wetwater well rehab
- Goldsworthy decarbonator blower system replacement
- Goldsworthy fluoride system replacement
- Goldsworthy post treatment water quality analysis and associated retrofits

OPERATIONAL SUPPORT PROJECTS
- CMMS Optimization support
- SCADA Optimization support
- Asset Management services
- SWPP Compliance and permitting support

PLANNING EFFORTS
- Leo J. Vander Lans facility planning
- Cost of water analysis
- Facility condition assessments
- Feasibility study for storm water capture efforts
- Feasibility studies for new drinking water supplies
- Feasibility studies for groundwater basin storage projects

SAFE DRINKING WATER PROGRAM
- Well head treatment selection analysis and design
- Pipeline design
- Between 5-8 projects per year working with the State of California
- Groundwater well construction and rehabilitation projects
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PROFESSIONAL SERVICES AGREEMENT
[INSERT CONTRACTOR NAME]

This Professional Services Agreement (the “Agreement”) is made and entered into this ___ day of __________, yyyy, 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 Paragraph 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 fees and 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 only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, 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. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. 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, data, 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 exclusive
property of the District and shall not be distributed or provided to third parties without the
express written authorization 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
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the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and
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of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: ____________________.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards
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 $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

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 polices except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies (with the exception of Professional Liability) 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 thirty (30) 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 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

12.2.6 The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

12.2.10 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 equivalent or as otherwise approved by District.
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:

<table>
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<tr>
<th>Contact Name</th>
<th>Address</th>
<th>Address</th>
<th>City, State ZIP</th>
<th>Phone:</th>
<th>Email:</th>
<th>Fax:</th>
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20. Amendments. This Agreement may be modified only by a writing signed by the Parties hereto.

21. Integration; Construction. This Agreement (inclusive of exhibits incorporated herein by this reference) 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. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. 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**

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<th>Signature</th>
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<tr>
<td>Robert Katherman</td>
<td>Sergio Calderon</td>
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<td>Print Name</td>
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<tr>
<td>President, Board of Directors</td>
<td>Secretary, Board of Directors</td>
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**[INSERT CONTRACTOR NAME], ("CONSULTANT")**

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<td>Print Name</td>
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**Approved As To Form LEAL, TREJO LLP**

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

Attach provided Rate Schedule Here.

If Rate Schedule/Budget is not included in proposal, complete the following:

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
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name
Project Name:

Refer to the Additional Insured Endorsements forms E1-8 following:

Endorsement(s)

☑ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
  o Form CG 20 10 11 85 (E1) or
  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract"
  o “Blanket” Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement"
  o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)
  o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)
  o Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the ____________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 (E6)

☐ Auto liability (Optional (E7)) AI - most standard forms have automatic AI but some carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) (E8)

☐ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
EXHIBIT E: ACCEPTANCE LETTER

Company Name: ___________________________

Address:  ___________________________

Telephone:  ___________________________

Fax:   ___________________________

Subject:  Solicitation for ______________________

By my signature below, I, on behalf of the Company named above, acknowledge that I have read and understand the subject solicitation and all its attachments. I further acknowledge that, by submission of a submittal, proposal, quotation, or bid in response to the subject solicitation, the Company named above accepts all the terms and conditions, and meets the minimum requirements set forth in the subject solicitation and its attachments, including, but not limited to, the Sample Agreement or the Purchase Order Standard Terms and Conditions.

ACCEPTED:

___________________________________________
Signature

___________________________________________
Name (please print)

___________________________________________
Title

___________________________________________
Date

SAMPLE DRAFT
EXHIBIT B
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

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Project Name: ____________________________________________

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Endorsement(s)

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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.

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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.

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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, data, 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 exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization 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.

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8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: ______________________________.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards
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 $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

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 authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies (with the exception of Professional Liability) 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 thirty (30) 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 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

12.2.6 The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

12.2.10 All polices 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 equivalent or as otherwise approved by District.
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 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:

<table>
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<tr>
<th>Contact Name</th>
<th>Address</th>
<th>Address</th>
<th>City, State ZIP</th>
<th>Phone:</th>
<th>Email:</th>
<th>Fax:</th>
</tr>
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20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration; Construction.** This Agreement (inclusive of exhibits incorporated herein by this reference) 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. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. 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

<table>
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<th>Signature</th>
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<tr>
<td>John D.S. Allen</td>
<td>Willard H. Murray, Jr.</td>
</tr>
<tr>
<td>President, Board of Directors</td>
<td>Secretary, Board of Directors</td>
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[INSERT CONTRACTOR NAME], ("CONSULTANT")

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<tr>
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<tbody>
<tr>
<td>[Print Name]</td>
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Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF SERVICES AND FEES

1) An On-Call Program (On-Call), consisting of a pool of five Engineering Services Consultant Firms (Consultant) who were shortlisted through a Request for Qualifications (RFQ) for On-Call Engineering Services solicitation process, attached hereto as Exhibit A-1, will be established with each Consultant having their own individual contract.

2) A District Project Manager who has a prospective project to complete will prepare a Request for Proposals (RFP) solicitation and send the RFP to the On-Call pool for the professional services being solicited.

3) The On-Call pool of Consultants will be required to propose on every solicitation sent to them, and shall provide their proposal, typically within one week, to the District Project Manager.

4) A budgetary amount, for this agreement, which amount applies to Consultant’s fee and reimbursable expenses will be established on a to be determined project by project basis. 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.

5) The Consultant selected for their proposed services will be awarded an Amendment, between the District and Consultant, to their individual contract which will include their proposed scope of services, fees, and schedule, and shall be compensated for actual services performed in accordance with their proposal and as described in the RFP.

6) Any changes to this Agreement shall be made and entered through an Amendment between the District and Consultant.
REQUEST FOR QUALIFICATIONS
(RFQ-17-004)

For On-Call Engineering Services

Issued: Monday, November 27, 2017

Mandatory Pre-Submittal Meeting:
Thursday, December 7, 2017 at 2:00 p.m.
WRD Board Room
4040 Paramount Blvd
Lakewood, CA 90712

Questions Regarding this RFQ Due:
Monday, December 11, 2017, at 2:00 p.m.
Melody Wu, Project Administrator
E-mail: mwu@wrd.org

STATEMENT OF QUALIFICATIONS DUE:
Wednesday, January 3, 2018 at 3:00 p.m. PST

Submit sealed Statement of Qualifications to:
Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712
Phone: (562) 921-5521
www.wrd.org
NOTICE TO RESPONDENTS

Request for Qualifications

For On-Call Engineering Services

PURPOSE: The Water Replenishment District of Southern California (WRD or District) is seeking Statements of Qualifications (SOQ) from qualified and experienced firms (also referred to as “Consultant” or “Respondent” herein) to participate in WRD’s On Call Engineering Services program.

Interested firms are requested to submit a Statement of Qualifications (SOQ) to present their expertise and experience in, but not limited to, the following areas: feasibility studies, optimization studies and implementation, alignment studies, environmental assessments, geotechnical reports, hydraulic modeling, topographic surveys, economic analyses, treatment system performance evaluations, cost estimating, specification and contract writing, preparation of standard engineering details, preparation of master plans, literature reviews, and owner’s agent/engineer services more thoroughly outlined in Exhibit A. A list of projects for which engineering services may be required has been attached as Exhibit B. WRD intends to evaluate the SOQs received and enter into negotiations with the selected Consultant for a Professional Services Agreement (Contract) with a specific scope of work, budget, and schedule. Should negotiations fail, the District will enter into negotiations with the District’s selection for the second most qualified firm.

This Request for Qualifications (RFQ) describes the required scope of services, the information that must be included in the SOQ, and the Respondent selection process. Respondents are encouraged to carefully review this RFQ in its entirety prior to submitting their SOQs. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This RFQ is available for downloading from the WRD website: [http://wrd.org/content/business-opportunities](http://wrd.org/content/business-opportunities).

SOLICITATION SCHEDULE: Milestones for the RFQ process are summarized in the table below. The District reserves the right to modify the schedule below at its discretion. Proper notification changes will be made to interested respondents.

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<td>RFQ Issued by WRD</td>
<td>Monday, November 27, 2017</td>
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<tr>
<td>Mandatory Pre-Submittal Meeting</td>
<td>Thursday, December 7, 2017 at 2:00 p.m.</td>
</tr>
<tr>
<td>Deadline for Questions Regarding this RFQ</td>
<td>Monday, December 11, 2017, at 2:00 p.m.</td>
</tr>
<tr>
<td>Statement of Qualifications Due</td>
<td>Wednesday, January 3, 2018 at 3:00 p.m.</td>
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<tr>
<td>Interviews (if conducted) (Date Tentative)</td>
<td>Week of January 15, 2018</td>
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<tr>
<td>WRD Board Awards (Date Tentative)</td>
<td>February 2018</td>
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QUESTIONS REGARDING THIS RFQ:  All questions regarding the technical aspects or general requirements/provisions of this Request for Qualifications (RFQ) must be directed in writing to Melody Wu, Project Administrator, via e-mail: mwu@wrd.org, with the subject heading “Question – RFQ-17-004 For On-Call Engineering Services” by no later than Monday, December 11, 2017, at 2:00 p.m. Questions received from prospective respondents, and responses from WRD, will be formally documented in a Question and Answer (Q&A) table that will be posted on the WRD website: http://wrd.org/content/business-opportunities. The Q&A table will be updated regularly as questions are received from prospective respondents.

DEADLINE FOR SOQS:  Five (5) hard copies and one (1) electronic copy of the SOQ must be received in a sealed envelope by WRD no later than Wednesday, January 3, 2018 at 3:00 p.m., or such later time that WRD may announce by addendum to respondents at any time prior to the submittal deadline. The envelope shall be plainly marked on the exterior “SOQ For On-Call Engineering Services” and with the name and address of the Respondent. Envelopes containing proposals will be time stamped upon receipt by WRD.

SOQs must be mailed or delivered in person or via courier services to:

Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712

SOQs received after the deadline will not be considered under any circumstances. Faxed or e-mailed SOQs will not be accepted. There will be no formal opening of the received SOQs. WRD reserves the right to reject any and/or all SOQs received.
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LIST OF EXHIBITS:
Exhibit A: Description of Scope of Work and Services
Exhibit B: List of Potential Projects
Exhibit C: Consultant and Subconsultant Status as LBE, SBE, and VBE
Exhibit D: WRD Standard Professional Services Agreement
Exhibit E: Acceptance Letter
1.0 INTRODUCTION

The WRD is a State Special District that was established in 1959 under the California Water Code (Division 18, §60000 through §60622) to manage the groundwater resources within the Central Basin and West Coast Basin in southern Los Angeles County. WRD’s mission is to provide, protect and preserve high-quality groundwater through innovative, cost-effective and environmentally sensitive basin management practices for the benefit of residents and businesses of these groundwater basins. The aquifers in the Central Basin and West Coast Basin provide for about 40 percent of the total water needs for the people and businesses in the 43 cities covering WRD’s 420-square mile service area.

To accomplish its mission, WRD conducts managed aquifer recharge using imported water, recycled water, and storm water, prevents seawater intrusion through injection of imported water and recycled water into coastal barrier wells, protects and preserves groundwater quality through monitoring, testing, data analysis, and treatment, and ensures a future supply of reliable groundwater through planning, conjunctive use, and development of new projects. More information regarding the WRD can be found at www.wrd.org.

2.0 BACKGROUND

WRD plans to utilize on-call engineering and construction management services to deliver Capital Improvement, R&R and Operations Support projects in a cost efficient and effective manner. WRD has identified numerous Capital Improvement and R&R projects scheduled for completion in the next five years.

It is anticipated that up to five separate Engineering Firms (Consultant) will be selected to provide on-call engineering services on a task order basis to help implement these various projects. The term of this new on-call contract will be three years.

Each project shall be negotiated separately and be awarded as a task order, complete with a scope of work, fee estimate, schedule, and project team organization chart, on an as-needed basis. The Consultant must provide a proposal in response to each solicitation from the WRD project manager. Failure to provide proposals may result in the Consultant not being asked to submit on subsequent on-call RFPs.

Task orders under the on-call agreements will be issued as follows:

- WRD will provide a scope of work for the task order to each Consultant.
- Consultants will submit abbreviated proposals for each task order to identify the fee estimate, design/engineering technical approach, design/engineering team members, Consultant qualifications, design/project schedule, and number of deliverables.
- Fee estimates shall include hours associated with the approved rates from the RFQ, all other direct costs (ODCs), sub-consultants, markups, or other firm-specific fees should be fully burdened in the billing rates. No ODCs, allowances or markups will be allowed for the duration of the contract.
- Task orders will be awarded to a Consultant based on evaluations of proposals for completeness, qualifications, and best value.
- Consultant shall not proceed with the task until WRD issues a Notice to Proceed.
- WRD reserves the right to negotiate the fee for each task order with the Consultant.
- Consultant’s fee schedule shall be in effect upon execution of contract with the rate schedule by billing classification and staff names to be billed under those rates and titles to be used for this contract. While the specific scope of work for each task order will vary, the hourly rates associated with specific personnel included in the master contract agreement will remain in effect for the term of the contract.

3.0 SCOPE OF SERVICES

See Exhibit A

4.0 LIST OF POTENTIAL PROJECTS

See Exhibit B

5.0 STATEMENT OF QUALIFICATION (SOQ) CONTENTS

To provide a degree of consistency in review of the written SOQs, firms are requested to include the following content in their SOQs. The information requested below will be used to evaluate each SOQ based on the evaluation criteria outlined in this RFQ. Emphasis shall be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Excessive or irrelevant materials will not be favorably received. SOQs may be deemed nonresponsive if they do not respond to all areas specified below. The SOQ shall be of such scope and depth to sufficiently describe and demonstrate the Respondent’s qualifications and capabilities.

The following subsections describe the contents required in the SOQ, and shall be organized in separate sections tabbed with corresponding letters and related headings in the order they are presented.

5.1 Title Page

Respondent should identify the RFQ title, name and title of the firm’s contact person, address, telephone number, fax number, email address, and date of SOQ submission.

5.2 Cover Letter

A principal of the firm authorized to commit the firm to the requirements of the RFQ must sign the cover letter. The letter shall discuss the Respondent’s commitment to providing high quality services as described in the RFQ. Additionally, the letter shall briefly describe the firm’s understanding and approach to the services. The letter should identify a contact person (name, e-mail address, and phone number) for future communication during the selection process.

5.3 Table of Contents

The table of contents should include a clear and complete identification by section and page number of the submitted materials.
5.4 **Company Background**

Provide a brief background of the firm including history, types of services provided, organization structure, number of employees, annual revenues, number of offices and locations with staff size and disciplines, and any other relevant information that may be useful in determining the firm’s qualifications to provide the services described in this RFQ.

5.5 **Project Team and Qualifications**

Provide an organizational chart that describes the structure of the project team, including subconsultants/subcontractors. The project team description shall identify the following:

(i) The Project Manager,

(ii) The names of readily-available key personnel that will be deployed for each task and their contact information, and the primary office locations of each project team member (preferably within the southern Los Angeles County area),

(iii) The role each team member will play in providing services under the Contract, and

(iv) A written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the District’s prior approval. The SOQ shall clearly identify who will lead the execution of assigned tasks and the respective personnel that will be assigned to them.

Provide a description of the experience, qualifications including required licenses and certifications, area of expertise or specialization, and availability (including current workload) of the project team members, including subconsultants/subcontractors, if any. Describe other project commitments by project team members and the anticipated level of involvement of each team member based on the abilities and expertise required for the type of work desired.

Provide the resumes of all members of the project team, including subconsultants/subcontractors, as an appendix. Each resume shall not exceed three (3) pages and shall include name and title, education, years with the company, licenses and certifications (issue and expiration dates), home office location, relevant experience within at least the last five (5) years, and other required qualifications discussed in this RFQ.

The identified Project Manager will be WRD’s main point of contact for all assigned projects for the duration of the Contract. The SOQ shall include the Project Manager’s contact information, including phone and e-mail address.

Once a Contract has been executed, the Consultant must request approval of the District in advance of any new personnel being assigned to the project. The District reserves the right to reject or remove personnel performing services at any time for the duration of the Contract.
5.6 Local Business Enterprise (LBE) and Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) Preference

Complete a table (an example is provided in Exhibit “C”) that specifies the certification status of the Consultant and its subconsultants with respect to Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE). The status of business enterprise is requested information in this SOQ and will be used as criteria for SOQ evaluation. Please refer to Section 9.6 for definitions of LBE, SBE, and VBE.

5.7 Experience and Record of Past Performance

Describe Respondent’s experience in completing similar assignments, preferably using the same project team proposed for the services described in this RFQ. Ongoing projects currently being performed by the Respondent may also be submitted for consideration.

Clearly identify the role of all team members in each of the projects referenced. For each of the reference projects listed, provide the following information:

1. Name and location of project;
2. Name and address of project owner/sponsor;
3. Name and current phone number and e-mail address of owner's representative intimately familiar with the project, to contact for reference. Verify the reference person that can be contacted at the phone number provided;
4. A description of type and extent of services provided for the project;
5. Project budget (both projected and "as completed");
6. Project schedule milestones (both projected and "as completed"). Include dates of project initiation, key milestones and deliverables, and completion date or status of the project;
7. Special problems or difficulties encountered, such as project budget and schedule control issues, and how they were resolved by the Consultant; and
8. Applicability and relevance of the referenced project to the services described in this RFQ.

The District at its discretion may contact other firms or agencies for additional information. Failure to provide accurate contact information, adequate information or project reference summaries may be cause for rejection of the SOQ as being nonresponsive.

5.8 Additional Comments

Include any comments, suggestions, or additions the Respondent may have regarding the scope of services or any other aspects of the services that the Respondent feels would be helpful to WRD in selecting a firm for the services described in the RFQ. Identify the potential impact(s) or benefit(s) that these recommendations would have if accepted by WRD.
5.9 Conflict of Interest

Provide a statement that the Respondent, individuals employed by the Respondent, or firms employed by or associated with the Respondent, including subconsultants/subcontractors, do not have a conflict of interest with the Project. The Respondent shall exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest and shall include, but is not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District. If a potential conflict of interest is identified in any form, the Respondent shall inform the District immediately. Respondents are subject to disqualification on the basis of a conflict of interest as determined by WRD.

5.10 Other Information

The SOQ shall include:

- A statement that the Respondent will meet the insurance requirements per Section 12 of the District’s standard Professional Services Agreement, which is attached to this RFQ as Exhibit “D”.
- A statement or description regarding any litigation to which the firm is a party, any bankruptcy settlements, or unpaid judgments against the firm or its principals.
- A statement as to whether the firm has defaulted on previous professional contracts.

5.11 WRD Standard Contract

The selected Consultant shall be expected to execute a Contract using the District’s standard Professional Services Agreement, which is provided as Exhibit “D”. Respondents shall provide a statement in their SOQs clearly stating acceptance of all the terms and conditions specified in the standard Professional Services Agreement (i.e. no exceptions can be made to WRD’s standard Professional Services Agreement).

5.12 Rate Sheet

Provide the hourly rate for each project team member proposed to work on the District’s projects. It is expected that the indicated hourly rates will remain in effect for the duration of the Contract unless otherwise specified and approved by WRD. The rate sheet shall also include any other rates or fees, such as markups for subconsultants/subcontractors not identified as part of the project team, equipment markups, or other direct costs that may be incurred. Any other rates to be potentially incurred by the District shall be included. Please refer to Exhibit A for additional information on rate schedule and reimbursement.

6.0 SOQ SUBMISSION REQUIREMENTS

6.1 SOQ Format

The SOQ shall be limited to no more than 25 pages in length. This does not include the title page, table of contents, cover letter, appendices, dividers, or résumés. All sections of the SOQ shall be printed on 8.5” x 11” size recycled paper or recyclable white bond
paper, paginated, and bound. Any oversized documents, such as charts or tables, must be folded to size and secured in the envelope.

All files shall be in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 8.0 (at a minimum). The main directory of the flash drive shall contain the entire SOQ as a single PDF file. All sections of the PDF file shall be bookmarked.

6.2 SOQ Signing

The SOQ shall be wet signed by an officer, or officers, authorized to execute legal documents on behalf of the Respondent. The submission and signing of the SOQ shall indicate the intention of the Respondent to adhere to the provisions described in this RFQ and certifies that the SOQ was prepared independently and was submitted without any collusion designed to limit competition or bidding.

6.3 SOQ Submittal Procedures

Five (5) hard copies of the SOQ shall be submitted in a sealed envelope to WRD no later than the SOQ due date and time indicated in this RFQ. The envelope shall be plainly marked on the exterior “SOQ For On-Call Engineering Services” and with the name and address of the Respondent. In addition, an electronic copy of the SOQ on a flash drive shall be submitted. Envelopes containing SOQs will be time stamped upon receipt by WRD.

SOQs must be mailed or delivered in person or via courier services to:

Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712

It is the Respondent's responsibility to ensure that SOQs are received prior to the submittal deadline. SOQ packages should also include all signed Acknowledgment of Addendum forms that may be issued by WRD as part of this RFQ process, as further described below.

The WRD will not be responsible for the proper identification and handling of any SOQs submitted incorrectly. Late SOQs, late modification, or late withdrawals will not be considered under any circumstances. Faxed or emailed SOQs will not be accepted. There will be no formal opening of the received SOQs.

6.4 SOQ Preparation Costs

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of SOQs. Firms responding to this RFQ will be solely responsible for all costs and expenses incurred during the selection process.
6.5 Acknowledgement

An Acceptance Letter (Exhibit “E” attached) has been attached to this solicitation. This Acceptance Letter is to be completed and signed by the Respondent and shall be included with the Respondent’s submittal.

7.0 EVALUATION CRITERIA

Selection will be made on the basis of WRD’s judgment as to which SOQ best serves WRD’s interest. The SOQ will be evaluated on the basis of the criteria listed below in this section. SOQs also will be evaluated based on the clarity, completeness, and professional quality of the documents submitted, as well as conformance to the RFQ instructions and responsiveness to the RFQ requirements in a straightforward and concise manner.

7.1 Project Team and Qualifications

Project team’s technical and management competence to perform the work specified herein will be evaluated. Considerations include, but are not limited to the following:

- Professional qualifications and education of the project team.
- Expertise and the appropriate mix of skills and disciplines of the project team and percentage of work to be self-performed.
- The accessibility and commitment of the Respondent’s key personnel and subconsultants/subcontractors to successfully complete assigned projects, including the geographic proximity of each team member’s primary office location with respect to the District’s service area.
- Ability to perform work on short notice and anticipated response times.
- Capacity and flexibility to complete high quality work in a timely manner that meets the established schedule.
- Familiarity with the policies and procedures of the District, County, and other local agencies.

7.2 Performance on Similar or Related Projects

WRD reserves the right to conduct an independent verification of the Respondent’s experience qualifications by contacting project references, accessing public information, or contacting independent parties. Prospective respondents shall respond and provide additional information that may be requested during the evaluation of SOQs. Factors to be considered will include, but may not be limited to, experience with similar projects, project coordination, cost control, quality of work, technical capability, and adherence to project schedules and standards.

7.3 Billing Rates

Each firm will be evaluated on billing rates for services that may be provided. WRD considers the potential services to be Professional Services, meaning they will be judged based on anticipated overall value for services rendered.
7.4 Organizational and Support Resources
The following will be considered in the evaluation of SOQs:

- Capability under current workload to perform the work specified herein. Factors to be considered include, but may not be limited to, number of qualified staff allocated to assigned projects, availability of key personnel and support staff.
- Anticipated response times after notification of work assignments by WRD.

7.5 Local Business Enterprise (LBE) and Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) Preference
The District may give preference in the evaluation of SOQs to respondents based on the extent of participation demonstrated through compliance with LBE, SBE, and VBE participation. For purposes of this evaluation, the District may provide preference of up to 5% of the total evaluation points for consultants with at least 20% participations of LBE or at least 20% participations of SBE/VBE.

A Local Business Enterprise (LBE) is defined as a vendor, contractor, or consultant who has a valid physical business address and an established place of business: (1) located within five miles of the District’s service boundary or (2) located within a city that is situated within five miles of the District’s service boundary.

A Small Business Enterprise (SBE) shall mean a small business enterprise certified as such by any branch of the Federal Government, the State of California, or by any other Public Entity within the State of California as defined by California Public Contract Code Section 1100. To qualify for the SBE Preference, SBEs must be certified as such at the time the SOQ is submitted to the District. Proof of certification should be submitted to the District along with the SOQ, and not later than two (2) business days after the deadline for submitting SOQs. Proof shall include a copy of each SBE’s certification or other appropriate documentary evidence by the certifying public entity. Proof of certification may be subject to verification by the District. The District shall not, however, be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a SBE. Companies having certifications for Veteran Business Enterprise (VBE) may submit such certifications, which may be used by the District in partial fulfillment of the 20% SBE participation.

For companies with multiple offices, the office affiliation of the proposed individuals working on the project will be used as a means to estimate the company’s LBE participation.

8.0 SELECTION PROCESS
This solicitation is being conducted by WRD through a fair and open process in accordance with procurement policies established for water replenishment districts in the State of California, those policies established by WRD, and applicable State laws.

All responsive SOQs will be evaluated by a selection committee formed by the District. The SOQ shall be of such scope and depth that sufficiently describe and
demonstrate the Respondent’s understanding, approach, capability, and qualifications. Submittal of incomplete or vague responses to any section or subsection of this RFQ may result in rejection of the SOQ. SOQs will be evaluated, scored, and ranked based on the criteria specified in Section 7 of this RFQ.

Once the Respondents are ranked, WRD will initiate negotiation with the top-rated respondent. If WRD is unable to reach an agreement with the top-rated respondent, negotiations will be formally terminated. WRD will then negotiate with the next highest-ranked respondent and so on until an agreement is reached. Once negotiations with a respondent are terminated, WRD will not renegotiate with that respondent.

The firm(s) that is(are) selected and recommended to the WRD Board of Directors for an award of contract will be the one(s) whose SOQ is determined to be the most advantageous to the District in consideration of successful negotiation of terms, acceptability of fees, and all other evaluation factors that are set forth in this RFQ. No other factors or criteria not listed in this RFQ shall be used in the evaluation.

9.0 GENERAL PROVISIONS

The Respondent should specify if any of the requirements included in this section or any other section of the RFQ pose a specific problem, and if so, identify the problem and its impact within the SOQ.

9.1 Entire Agreement

The services described in this RFQ, the successful SOQ (with any proposed optional tasks) approved by WRD, 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 RFQ is not only meant to aid in the preparation of SOQs, but it is also intended to serve as a binding technical guidance document for the Consultant. The consulting firm awarded a contract to provide services described in this RFQ shall be deemed bound to execute all requirements as listed and prescribed in this RFQ, unless WRD modifies aspects of the scope of work or any conditions in the RFQ in writing. Thus, the executed Contract will incorporate the terms and conditions specified in this RFQ, as well as the final scope of work and fee schedule submitted by the Consultant as part of its SOQ.

9.2 Contract Amendments

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. The Consultant may be required to provide additional services under a negotiated change order approved in writing by WRD.
9.3 Term of Contract
Upon approval by the WRD Board of Directors, the District shall enter into a contract with a maximum term of two years with selected firm.

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

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

9.5 Business Records Access and Retention
All records pertaining to this Project, which are retained by the Consultant, shall be accessible to WRD while work is ongoing and for at least five years thereafter.

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

10.0 TERMS AND CONDITIONS

10.1 SOQ Rejection
WRD reserves the right to accept or reject any or all SOQs received in response to this RFQ or cancel in whole or part the selection process if it is in the best interest of the District to do so. Alternatively, the District reserves the right to waive any minor defect or technicality in any SOQ received.

10.2 SOQ Clarification and Requests for Additional Information
All SOQs shall be afforded fair and equal treatment with respect to any opportunity for clarification. WRD reserves the right to request clarification of information submitted and to request additional information from any or all respondents. The District may require any evidence it deems necessary, such as documentation regarding the Respondent’s financial stability, before any contract is awarded. In conducting discussions with respondents, there shall be no disclosure of information derived from SOQs submitted by competing firms.

10.3 SOQ Validity Period
Respondents may withdraw their SOQs at any time prior to the due date and time by submitting a written notification of withdrawal signed by the firm’s authorized agent. Respondents who withdraw their SOQs prior to the designated date and time may still
submit another SOQ if done in accordance within the proper time frame. A SOQ cannot be changed or modified after it has been submitted by the designed due date and time and shall constitute an irrevocable offer, for a period of ninety (90) days, to WRD for the services set forth in the SOQ.

10.4 RFQ Revisions and Addenda

WRD reserves the right to issue a written Addendum or Addenda to provide further clarification or make revisions/corrections to the RFQ. All Addenda will be issued via e-mail to prospective respondents who were initially forwarded the RFQ via e-mail as well as other prospective respondents who have subsequently provided WRD with their contact information (i.e. e-mail address and telephone number). All Addenda will also be posted on the WRD website (http://wrd.org/content/business-opportunities) within a reasonable timeframe prior to the SOQ due date. If an Addendum is necessary within 72 hours of the SOQ submittal deadline, the District, at its discretion, can extend the SOQ submittal deadline.

Any Addendum issued must be acknowledged by the Respondent by signing and submitting the “Acknowledgment of Addendum” form that will be provided with each Addendum. All Acknowledgment of Addendum forms must be submitted to WRD as part of the SOQ package that is submitted by the SOQ due date. Failure to acknowledge any Addenda may result in the SOQ being considered nonresponsive and subject to rejection.

The Respondent shall be responsible for ensuring that its SOQ reflects any and all addenda issued by the District prior to the submittal due date. Therefore, the District recommends that prospective respondents check the WRD website prior to making their submission.

10.5 Confidentiality

The content of SOQs will be kept confidential until the award of contract by the WRD’s Board of Directors. All materials submitted in response to this RFQ will become the property of the WRD and will become public record after award of contract to the successful Consultant. The WRD will not return any SOQs to respondents.

If a Respondent believes any portion of its SOQ contains confidential or proprietary information, exempt from public disclosures under the California Public Records Act, the Respondent must label that information within its SOQ as “CONFIDENTIAL”, “TRADE SECRET”, or “PROPRIETARY.” The above restrictions may not include cost or price information, which shall be open to the public upon award of contract. Notwithstanding the foregoing, the District will not be responsible or liable in any way for losses that the Respondent may incur from the disclosure of information or material to third parties.
11.0 **LEGAL POLICIES**

11.1 **Compliance**

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

11.3 **Public Releases**

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

11.4 **Business License**

The Consultant will be required to show evidence of all valid and applicable business license(s), which must be in effect during the period of the performance of services specified herein.

11.5 **WRD’s Property**

All deliverables submitted pursuant to the performance of services specified herein shall become the sole property of WRD and they may be used in any manner and for any purpose WRD deems in its best interest.
EXHIBIT A: DESCRIPTION OF SCOPE OF WORK AND SERVICES

The following task descriptions are intended to be general and may apply to design and construction of pipelines, service laterals, process treatment systems and facilities, pump stations, chlorine disinfection stations, and facility rehabilitation and replacement projects.

On-call services may also include feasibility studies, optimization studies and implementation, alignment studies, environmental assessments, geotechnical reports, hydraulic modeling, topographic surveys, economic analyses, treatment system performance evaluations, cost estimating, specification and contract writing, preparation of standard engineering details, preparation of master plans, literature reviews, and owner’s agent/engineer services. A list of projects for which engineering services may be required has been attached as Exhibit B.

The task order award process will be implemented as follows:

1. WRD will solicit abbreviated proposals for a specific scope of work from each Consultant who has been awarded an On-Call Professional Engineering Services Contract.

2. WRD will award the task order to the most qualified Respondent based on an evaluation of professional qualifications of key personnel, capabilities and specific project experience of the respondent, technical approach and methodology, fee proposal, and completeness and quality of proposal.

Not all task descriptions and services will apply to all potential projects or task orders. In addition, more detailed descriptions will be included with the individual scopes of work for each task order under this contract. The descriptions included herein are intended for Respondents to identify the type of work undertaken by WRD, and the type of corresponding qualifications and team experience necessary to propose on this RFP. It is understood that additional services not expressly described herein may be requested for specific task orders, and WRD reserves the right to request additional services beyond the general scope of services described below.

Each project shall be negotiated separately and be awarded as a task order, complete with a brief scope of work, fee estimate, schedule, and project team organization chart, on an as-needed basis. The Consultant must provide a proposal in response to each solicitation from the WRD project manager. Failure to provide proposals may result in the Consultant being removed from the proposer pool for on-call services. Staff members proposed for each task order shall not be substituted for the duration of the project without prior approval by WRD.

Task 1: Technical and Feasibility Studies and Support Services

The types of services anticipated under this task shall include, at a minimum, the following:
A. Perform water quality evaluations and services related to recycled water treatment, brine, brackish water, and wastewater treatment systems.

B. Perform technical and system optimization studies for WRD’s various treatment processes, influent supply systems and distribution systems.

C. Perform feasibility studies for new and/or alternative treatment systems and facilities to support WRD’s Capital Improvement Program projects including process technical evaluations, site layouts, design and process requirements, electrical single-line diagrams and power requirements, material takeoffs, capital and O&M costs, and other process recommendations.

D. Assessment of other associated or ancillary civil, architectural, mechanical, HVAC, electrical, I&C, and operational facilities.

E. Perform asset management evaluations, site inspections, red-line markups, equipment verifications and condition assessment, etc.

F. Provide equipment and or treatment process evaluations and condition assessments for the purpose of recommending corrective Repair and Rehabilitation strategies. Provide engineering design services to support the Repair and Rehabilitation work.

**Task 2: Preliminary Design Report**

WRD may choose to develop a preliminary design report (PDR) before implementing a detailed design for specific projects. Prior to incorporating the data and assumptions into the final design, the data shall be presented in a PDR for review and approval by WRD. Depending on the nature of the project, this may or may not lead directly into a detailed or design.

A. For pipelines: the PDR development may include pipeline alignment studies; review and evaluation of utility impacts; tabulation of required permits; assessment of street cut moratoriums; right-of-way and easement acquisitions; compilation of design and construction requirements for local agencies, Cal Trans, railroad, prevailing environmental agencies and other agencies having jurisdiction; traffic control plans; geotechnical investigations; assessment of trenching and paving requirements; assessment of pipeline materials; evaluation of construction methodology and duration; utility research and potholing activities; evaluation of impacts to surrounding areas; relocation of existing utilities; and construction cost analysis.

B. For treatment facilities: Identify flow and water quality design parameters, required treatment process equipment, site locations, site layouts, ancillary equipment, single-line electrical diagrams and assessment of power requirements, preliminary P&IDs with telemetry controls, housing, easement acquisition, appurtenances, and permitting issues. May include development of material takeoffs for cost estimation purposes and analysis of O&M costs.

C. Development and evaluation of system hydraulics and system curves.
D. Perform necessary field investigations and coordinate with agencies to verify all design and construction constraints and permit requirements.

E. Collect and review all applicable plans, specifications, and background reports provided by WRD. Research and obtain record data for all existing utilities pertinent to the project.

F. Preparation of a detailed schedule to obtain special permits.

G. Evaluate the design concept for constructability and practicality for construction phase and maintenance.

H. Obtain soil reports as available for examination of soil conditions. If necessary, perform geotechnical investigations to mitigate potential problems due to poor soil conditions, or to determine structural design criteria.

I. Make recommendations on the design and construction methods to WRD, based on the most cost effective and constructible method.

J. Development of design drawings and specifications for capital improvements, or for rehabilitation and replacement projects.

K. Develop and submit construction cost estimates that reflect the preferred materials and methods involved in the project.

L. Prepare a well-defined preliminary design report as required to establish agreement on scope that includes design and construction parameters for project-specific facilities, equipment site layouts, operational and maintenance requirements, constructability, all necessary permits, right-of-way, easements, traffic control, street improvement requirements, street moratoriums, design and construction requirements for local agencies, Cal Trans, railroad, and prevailing environmental agency, geotechnical investigation, and general disruption to the area. Submit the preliminary design report to WRD for review.

At a minimum, the preliminary design report shall address the following:

1. Identify alternates where applicable.
2. Identify project location and design parameters, where applicable.
3. Identify areas where construction is limited or controlled.
4. Impacts to the surrounding areas near the project site.
5. Identify locations of perspective customers in relation to the proposed projects.
6. Recommendations for final design.
7. Identify existing utilities and potential conflicts.
8. Identify existing facilities and plans.
9. Plans for isolation, bypass and shutdown if any.
10. Right of way and easement issues.
11. Identify all agencies and permits required in the project.
12. Coordination with local and state regulatory agencies.
14. Recommendations on most cost effective and practical methods of design and construction.
15. Recommendation on construction phasing.
16. Class 3 construction cost estimate of preferred materials and methods as defined by the Associated for Advancement of Cost Engineering (AACE).
18. Evaluation of proposed equipment including efficiency analysis.
20. Hydraulic analyses.
21. Evaluation of instrumentation and controls including plan to integrate into existing SCADA system.
22. Evaluation of proposed control strategies.
23. Evaluation of structural requirements.
24. Procedures for coordinating shutdowns where necessary.
25. Description of design criteria for all facilities included in scope of work.

M. Develop and submit a preliminary site plan (typically at a scale of 1”=20’, i.e. 20 scale) for WRD review. The preliminary site plan should include the location of the proposed and existing facilities, existing utilities, isolation valve(s), and proposed location in relation to perspective customer, easement, and right of way.

N. Include all calculations and drawings in the preliminary design required for the design of all project facilities.

Task 3: Project Designs
The Design activities for each Capital Improvement or Rehabilitation & Replacement design task may typically include the following, but is not limited to:

A. Perform studies to address and make recommendations on potential design and construction issues. The studies should also address advantages and disadvantages for alternatives.
B. Field investigation and coordination with WRD staff. Verify locations and status of existing utilities.

C. Conduct geotechnical investigation to assess soil conditions for proper facility design.

D. Coordination with agencies with jurisdiction within the project area to obtain all necessary permits.

E. Coordinate with regulatory agencies (e.g., State Water Resources Control Board Division of Drinking Water and Los Angeles County Department of Public Health) to ensure compliance with utility separation and pipeline identification requirements.

F. Preparation of easement acquisition packages.

G. Develop design drawing and specifications, utilizing the design basis, water quality objectives, and other design criteria.

H. Preparation of engineer’s cost estimates.

I. Provide engineering services during construction.

J. Provide Project Management services during the design process.

Sub-Task 3.1: Final Designs

The final design shall not commence until approval of preliminary design report or authorized by WRD. If available, incorporate all aspects of the preliminary design approved by WRD in the final design.

Construction plans and specifications shall include, but not be limited to, the following:

A. Title sheet, location map, vicinity map, and signature blocks applicable to the project.

B. General site plan with appropriate general excavation, shoring and miscellaneous notes.

C. Symbols and abbreviations.

D. Use base maps provided (if available) by WRD. Verify and revise street rights-of-way and curb lines.

E. Show the position of all known or proposed underground utilities and all other pertinent data on the plans.

F. Complete design plans including civil, mechanical, electrical, instrumentation and control, and structural requirements for construction bid package.

G. Research existing pavement thickness and material with the appropriate agency and provide available information in the bid documents.
H. Plans shall include all record information regarding utilities, obstructions, and appurtenant data.

I. Specifications shall be in a format approved by WRD. An original set of final specifications will be provided to WRD for reproduction.

J. The Consultant shall be responsible for the final design of the project. Plans shall be prepared on 24" x 36" Mylar sheets using the latest version of AutoCAD. Final plans shall be signed and sealed by a professional engineer registered in the appropriate discipline in the State of California. Plans shall be drawn to a horizontal scale of 1”=40’ and vertical scale of 1”=4’. Detailed plans shall be drawn to scale of 1”=8’ or larger.

K. Prepare complete specifications and other construction contract documents required for competitive bidding of the proposed construction work. Specifications and contract documents shall be based upon the WRD standard documents edited for application for this project. Provide four (4) sets of the plans and specifications to WRD for review at the 70%, 90%, and 100% stage of final design.

L. Meet with WRD staff after design documents have been reviewed. Resolve and incorporate WRD comments into the design documents.

M. Prepare a Class 2 estimate of probable construction cost for the proposed work as defined by AACE for the 100% design package.

**Sub-Task 3.2: Real Estate Appraisal**

Prepare commercial property appraisal depending on the nature of the project. Works include, but are not limited to, visitation of property, taking pictures of property, documentation of special characteristics of the property and surrounding area, valuation of the property, title and deed research, preparation of legal descriptions, surveying and preparation of a detailed report describing findings and recommendations.

**Sub-Task 3.3: Easements and Right of Way**

Confirm that all the preferred locations are within public right of way.

- A. Prepare legal description and sketches for all required easements, including dimensions, parcel identification, contact and easement information.

- B. Coordinate with WRD easement acquisition requirements and procedures. Provide technical support, plans, maps, and legal description to WRD and interested parties as required. Temporary easements, license agreements and right of entry documents shall include the areas to be acquired and the temporary construction easement required.
**Sub-Task 3.4: Site Acquisition**

Perform the following tasks in relation to acquiring property for a project:

A. Identify favorable and or permissive locations.
B. Identify unfavorable and or restrictive locations.
C. Site acquisition due diligence, including preliminary geotechnical and environmental evaluations.
D. Identify alternative solutions when faced with challenging site-specific issues.
E. Prepare pre-lease negotiations and documents.
F. Identification of and coordination with property owners, neighborhood associations, and other land owners to gain authority to enter into legal agreements.
G. Prepare draft legal documents and regular coordination with related functions during site acquisition process.
H. Complete leasing/purchase packages required for the site acquisition process.

**Sub-Task 3.5: Permits**

Consultant may be responsible for coordinating with agencies involved in the project.

A. Prepare and file required permits on the behalf of WRD.
B. Prepare a detailed schedule for permit lead times and permit acquisition milestones as they relate to the overall project design schedule.
C. Submit copies of approved permits to WRD.
D. Design of the associated facilities shall be in accordance with all provisions of permits from the corresponding agencies with jurisdiction over the project site for any work associated with the project within the public right of way controlled by those agencies.
E. All permit requirements shall be incorporated into the project design by the 90% design submittal.

**Sub-Task 3.6: Geotechnical Investigations**

Consultant may be responsible for performing and verifying geotechnical investigations.

A. Perform comprehensive geotechnical investigation including adequate borings for proper design of proposed pipeline or treatment facilities and appurtenances. Coordinate with the affected cities and agencies to obtain
required permits to conduct geotechnical investigations. Draft and final copies of the geotechnical report shall be provided to WRD for review and comment.

B. Consultant shall also perform applicable geotechnical lab tests (e.g., compaction, permeability, consolidation, corrosivity, etc.) to provide sufficient information to provide a comprehensive design.

C. Other geotechnical requirements shall include, but are not limited to, laboratory testing for potential soil contamination. Due to the potential of encountering contaminated soils at some sites, a specification may be prepared for directing the pipeline construction contractor how to properly handle the soils while proceeding forward with the construction effort without interruptions to schedule.

**Sub-Task 3.7: Potholing**

Consultant shall pothole all utilities along the pipeline alignment and associated appurtenances to determine potential conflicts. Completed potholing data should be included at the 70% design submittal. All potholing information shall be included on the plan and profile drawings.

**Sub-Task 3.8: Utility Research**

Comprehensive research for above and underground utilities shall be conducted with all local cities, utilities, municipal agencies, Caltrans, and railroads to identify all utilities spanning along the proposed pipeline alignment. All utility research shall be shown on the plan and profile drawings and applicable details. Major utility information shall be shown on the 30% design submittal.

**Sub-Task 3.9: Traffic Control Plans**

Coordinate with affected cities and local agencies to develop comprehensive traffic control plans for each project. Specific traffic restrictions, street cut moratoriums, and lane closure requirements shall be shown on the drawings for each city and associated portion of the alignment. Traffic control plans shall be in the same format as the pipeline plans and included in the plan sets for review. Traffic impacts shall be addressed during design phase to develop appropriate traffic control plans along the entire proposed pipeline alignment. Considerations to minimize the traffic impacts shall be taken into account in all residential, schools, emergency facilities, and business areas.

**Sub-Task 3.10: Survey**

Provide ground control survey for right-of-way, street centerlines, curbs and gutters, sidewalk, easement, surface and utility appurtenances finish grade, pipeline, utility location, structural, and other elements relevant to prepare comprehensive pipeline plan and profile drawings and treatment facility construction documents.
Prepare and provide for aerial photogrammetry for facilities and/or pipeline routing.

Sub-Task 3.11: Telemetry
Prepare comprehensive layout and detailed plans for SCADA systems. The comprehensive plans shall include plan and sectional views of equipment layout, logic control diagrams, block diagrams, P&IDs, details of transmitting equipment, and details of other appurtenances required to integrate with SCADA system implemented by WRD or the WRD’s distributed control system (DCS) for WRD’s treatment facilities.

Sub-Task 3.12: Engineer’s Construction Cost Estimate
Prepare construction cost estimates for the proposed work for the bid proposal package and for each design task or as otherwise requested by WRD. Cost estimates must be prepared in accordance with the procedures and standards set forth by the Association for the Advancement of Cost Engineering (AACE). A detailed description of the methodology and assumptions used in preparing the cost estimate shall accompany each document. Cost estimates may be required at the preliminary, 30%, 70%, 90%, and 100% design submittal phases.

Sub-Task 3.13: Shutdown/Tie-In Procedures
Develop a detailed shutdown/tie-in procedure for projects which impact ongoing treatment processes. Coordinate with the WRD’s contract operator.

Task 4: CONSTRUCTION BID PHASE
The following section describes anticipated construction bid phase work for potential Design Tasks assigned to the Consultant. Variations in magnitude of Design Task will be reflected in actual scope of work for each task order submitted to the Consultant.

Sub-Task 4.1: General Administration and Meetings
A. Attend the pre-bid meetings.
B. Prepare and distribute the agenda.
C. Participate in the pre-bid meeting with the potential bidders.

Sub-Task 4.2: Engineering Services
A. Provide technical support at the pre-bid meeting.
B. Prepare responses to requests for information (RFI) and request for clarification (RFC) that may include approving or rejecting, or clarification to specified design.
C. Prepare, issue, and maintain records of document addenda.
D. Coordination with District staff to review all bids and to make a determination of the lowest responsible, responsive bidder.
E. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

**Task 5: ENGINEERING SERVICES DURING CONSTRUCTION**

The following section describes the anticipated engineering services during construction for potential task orders assigned to the Consultant. Variations in magnitude of task orders will be reflected in actual scope of work for each task order submitted to the Consultant.

**Sub-Task 5.1: General Administration and Meetings**

A. Schedule and plan to participate in weekly construction meetings with WRD and project stakeholders.

B. Review progress of the project and exchange ideas and information.

**Sub-Task 5.2: Engineering Services**

A. Review all shop drawings and other submittals for complete and strict conformance with the contract documents. Assure that any deviations or substitutions submitted by the contractor shall be equal to or of better quality than specified in the contract documents. Review all substitutions with the WRD Staff and make recommendation for implementation. Receive concurrence from WRD staff prior to approving any substitution. Submit copies of all preliminary and final shop drawings to WRD that have been reviewed for conformance. All submittal and shop drawing reviews shall be issued to the construction contractor on the Consultant’s standard submittal review form with the reviewer’s signature and stamp documenting the review action.

B. Establishment of a standardized filing system for all Project-related documentation. All Project-related documentation (e.g. correspondence, RFIs/RFCs, contractor submittals, engineer’s submittal review comments, etc.) shall be neatly organized and filed by utilizing a standardized naming system. Electronic copies of all Project-related documentation shall be transmitted to the District in PDF format upon completion of the Project work.

C. Preparation of a monthly report documenting the status of the Project budget, potential Project issues and all work performed during the reporting period (e.g. number of RFIs and submittals reviewed, number of meetings attended, etc.). The monthly report shall accompany the invoice submitted by the Consultant each month.

D. Review of all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor’s request. The Consultant shall assume that forty (40) change order requests will be submitted during the construction phase.
E. Review, Evaluate, and Prepare responses to all design related Requests for Information (RFI) and Requests for Clarification (RFC).

F. Prepare revisions to contract drawings and/or specifications to resolve conflicts.

G. Factory witness testing of pumping equipment, electrical distribution equipment and control systems. The construction contractor will be responsible for any and all travel costs associated with factory witness testing.

H. Start-up assistance. The Consultant shall assist the construction contractor and the District’s construction manager in the start-up and commissioning of the pump station expansion and secondary electrical supply.

I. Project close-out. The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation including warranties, guarantees and operations and maintenance manuals.

J. Preparation of as-built drawings. The Consultant shall prepare an as-built drawing set based on the red-line drawings submitted by the construction contractor. These drawings shall be prepared using the latest version of AutoCAD and shall be transmitted to WRD within 4 weeks of receipt of the contractor’s red-line drawings. The as-built drawings sets are to be stamped and signed by the appropriate Engineer of Record. Electronic copies of the as-built drawings shall be submitted to WRD in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 24” x 36” (D Size) sheets.

K. Preparation of facility reference drawings. At the direction of WRD staff, the Consultant shall prepare a facility-wide reference drawing set that incorporate the latest as-built drawings into the record set for an entire facility. These drawings shall be prepared using the latest version of AutoCAD and shall be transmitted to WRD within 4 weeks of receipt of the contractor’s red-line drawings. Electronic copies of the reference drawings shall be returned to the District in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 11” x 17” (half size) sheets.

**Task 6: Hydraulic Modeling**

WRD has a number of existing hydraulic models that contain the configuration, age, diameter, length and other parameters of the recycled water distribution system. The current modeling software is the H2O Map package. WRD would like to have the Consultant provide services related to the maintenance, updating, and application of the hydraulic models. The types of services anticipated under this task shall include the following, but are not limited to:
A. Updates of network, facility (including removal or additions of customers), and or demand data;

B. Additional distribution system field testing;

C. Additional calibration/verification of the existing water distribution models, including collection of field data for flows, pressures, and water quality parameters;

D. Use of the model for hydraulic, water age, or water quality analyses and documentation of results;

E. Review and evaluation of model results as the basis for recommending water distribution system improvements.

**Rate Schedule and Reimbursement**

The Consultant shall include a rate schedule that lists the hourly labor rates by work classification and personnel for its firm. Even though this is a multi-year contract, the Consultant shall provide **one** rate schedule to be applicable for calendar years 2018, 2019 and 2020. No annual rate increases shall be granted for the duration of the contract.

i. Include the rate schedule by billing classification and staff names to be billed under those rates and titles to be used for this contract. While the specific scope of work for each task order will vary, the hourly rates associated with specific personnel included in the master contract agreement will remain in effect for the term of the contract.

ii. All expected fees and other direct costs (ODCs), sub-consultants, markups, or other firm-specific fees should be fully burdened in the proposed billing rates. No ODCs, allowances or markups will be allowed for the duration of the contract.

iii. WRD will not provide payment for travel, lodging, meals or subsistence unless requested and approved by the Project Manager in advance of the incurred costs. All approved expenses shall adhere to WRD’s Administrative Code pertaining to daily meal and travel limits. No markup will be provided on pre-approved travel, lodging, meals or subsistence costs. Mileage reimbursement will be based on the standard mileage rates published by the Internal Revenue Service (IRS) effective at the time when the mileage costs are incurred.

iv. Terms and conditions from the Respondent’s sub-consultants shall not be incorporated into the Respondent’s rate schedule and fee proposal. WRD will not honor the terms and conditions of sub-consultants and WRD’s contract with the Respondent shall govern in all cases.

**End of Scope of Work**
EXHIBIT B: LIST OF POTENTIAL PROJECTS

CAPITAL IMPROVEMENT PROGRAM PROJECTS
- Cerritos Interconnect Recycled Water Pipeline
- Regional Brackish Water Reclamation Project
- Chemical line and double containment re-piping at Leo J Vander Lans
- Pipe, turnout structure and connection to Dominguez Gap Barrier
- DGB potable backup connection

R&R PROJECTS
- Goldsworthy fiberglass grating replacement
- Goldsworthy Roof replacement
- Goldsworthy HVAC upgrade and replacement
- Goldsworthy Chemical containment upgrades
- WRD Office Building roof rehabilitation
- WRD Field Annex building design
- Treatment Plant Electrical Upgrades
- Goldsworthy wetwater well rehab
- Goldsworthy decarbonator blower system replacement
- Goldsworthy fluoride system replacement
- Goldsworthy post treatment water quality analysis and associated retrofits

OPERATIONAL SUPPORT PROJECTS
- CMMS Optimization support
- SCADA Optimization support
- Asset Management services
- SWPP Compliance and permitting support

PLANNING EFFORTS
- Leo J. Vander Lans facility planning
- Cost of water analysis
- Facility condition assessments
- Feasibility study for storm water capture efforts
- Feasibility studies for new drinking water supplies
- Feasibility studies for groundwater basin storage projects

SAFE DRINKING WATER PROGRAM
- Well head treatment selection analysis and design
- Pipeline design
- Between 5-8 projects per year working with the State of California
- Groundwater well construction and rehabilitation projects
### Exhibit C - Consultant and Subconsultant Status as LBE, SBE and VBE

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<th>Status of SBE and VBE</th>
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Exhibit D

WRD Standard Professional Services Agreement
PROFESSIONAL SERVICES AGREEMENT
[INSERT CONTRACTOR NAME]

This Professional Services Agreement (the “Agreement”) is made and entered into this ___ day of ________, 20__ 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 Paragraph 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 fees and 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 only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, 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. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. 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, data, 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 exclusive
property of the District and shall not be distributed or provided to third parties without the
express written authorization of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval
from the District before presenting verbal or written information to outside individuals or
entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of
patented or copyrighted materials, including but not limited to, equipment, devices,
processes, and software programs used or incorporated in the work performed under this
Agreement. Consultant shall defend, indemnify hold the District, its officers, directors
agents, employees, representatives and assigns harmless from any and all claims, demands,
suits at law, and actions of every nature for or on account of the use of any patented or
copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor
any employee of Consultant is or will be treated as an employee of the District under this
Agreement. District controls the result to be accomplished under this Agreement, but not
the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and
complete compensation to which Consultant is entitled. Consultant is solely
responsible for any taxes levied by local, state or federal authorities on such sums.
Consultant shall defend and indemnify the District for any taxes, fines, penalties
and attorneys’ fees assessed or threatened to be assessed against District for failure
to properly withhold taxes as a result of any determination that Consultant, or any
of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: ____________________.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards.
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 $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

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 polices except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents, authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies (with the exception of Professional Liability) 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 thirty (30) 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 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

12.2.6 The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

12.2.10 All polices 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 equivalent or as otherwise approved by District.
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:
Email:
Fax:

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

21. **Integration; Construction.** This Agreement (inclusive of exhibits incorporated herein by this reference) 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. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. 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]  [Signature]
Robert Katherman  Sergio Calderon
Print Name  Print Name
President, Board of Directors  Secretary, Board of Directors
Title  Title

[INSERT CONTRACTOR NAME], ("CONSULTANT")

[Signature]
Print Name
Title

Approved As To Form
LEAL, TREJO LLP

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

Attach provided Rate Schedule Here.

If Rate Schedule/Budget is not included in proposal, complete the following:

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
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ________________________________
Project Name: ________________________________

Refer to the Additional Insured Endorsements forms following:

**Endorsement(s)**

- Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
  - Form CG 20 10 11 85 (E1) or
  - BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract"
  - “Blanket” Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement".
  - If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)
  - Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)
  - Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the ____________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 (E6)

- Auto liability (Optional (E7)) AI - most standard forms have automatic AI but some carriers provide endorsement

- Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) (E8)

- Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
EXHIBIT E: ACCEPTANCE LETTER

Company Name: ___________________________

Address: ___________________________

Telephone: ___________________________

Fax: ___________________________

Subject: Solicitation for ______________________

By my signature below, I, on behalf of the Company named above, acknowledge that I have read and understand the subject solicitation and all its attachments. I further acknowledge that, by submission of a submittal, proposal, quotation, or bid in response to the subject solicitation, the Company named above accepts all the terms and conditions, and meets the minimum requirements set forth in the subject solicitation and its attachments, including, but not limited to, the Sample Agreement or the Purchase Order Standard Terms and Conditions.

ACCEPTED:

___________________________________________
Signature

___________________________________________
Name (please print)

___________________________________________
Title

___________________________________________
Date
EXHIBIT B
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ____________________________
Project Name: ____________________________

Refer to the Additional Insured Endorsements forms E1-8 following:

Endorsement(s)

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
   o Form CG 20 10 11 85 (E1) or
   o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract"
   o “Blanket” Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement".
   o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)
   o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)
   o Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the ____________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 (E6)

☐ Auto liability (Optional (E7)) AI - most standard forms have automatic AI but some carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) (E8)

☐ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
DATE: MARCH 16, 2018
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM’S ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) DESIGN-BUILD PROJECT PROGRESS REPORT

SUMMARY
The GRIP AWTF project schedule includes numerous critical path milestones that must be managed and attained to meet the overall CY2018 project completion objective. Design and construction related activities commenced starting in July 2016. District staff will provide a regular verbal progress report to the CIP Committee.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
The Capital Improvement Project (CIP) Committee recommends the Board of Directors receive and file the report.
DATE:          MARCH 16, 2018
TO:           CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM:         ROBB WHITAKER, GENERAL MANAGER
SUBJECT:       GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) OUTREACH PROGRAMS UPDATE

SUMMARY
A GRIP Outreach Programs update will be provided at the meeting.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For discussion and possible action.