



Central Basin
Municipal Water District

RFP NO.180

REQUEST FOR PROPOSALS FOR FORMAL SOLICITATION

FOR

**PROFESSIONAL SERVICES FOR THE CONDITIONS
ASSESSMENT AND UPGRADE OF THE RIO HONDO PUMP
STATION**

RFP ISSUE: 12/04/2018

RFP DUE: 01/15/2019, Time: 3:00 PM

Issued by

CENTRAL BASIN MUNICIPAL WATER DISTRICT

6252 TELEGRAPH ROAD

COMMERCE, CA 90040

TELEPHONE: (323) 201-5500

FAX: (323) 201-5554

www.centralbasin.org

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SECTION 1 - BACKGROUND INFORMATION

Central Basin Municipal Water District (Central Basin, CBMWD, or District) is a public agency that purchases imported water from the Metropolitan Water District of Southern California (MWD). Central Basin wholesales the imported water to cities, mutual water companies, investor-owned utilities, and private companies in Southeast Los Angeles County. The District also supplies water for groundwater replenishment and recycled water for municipal, commercial, and industrial use. The District is committed to increasing public awareness about key water issues and serving as a resource for our residents and businesses through a variety of stakeholder engagement and conservation programs. The Central Basin service area includes 24 cities and a population of more than 1.6 million. It is governed by an eight member board, five which are publicly elected and three which are appointed by purveyors. Additional information about the District may be found on www.centralbasin.org.

SECTION 2 - STATEMENT OF PURPOSE

The District is seeking proposals (Proposals) from qualified companies and firms (hereinafter Company or Consultant) for professional engineering and technical consulting services. The purpose of this Request for Proposals (RFP) is to demonstrate the background, qualification, competence, and capability of the Company seeking to undertake these services with the District. The Company shall perform tasks listed under Exhibit "D" at the time they are requested by the District. The Company will be required to provide all personnel, materials, and equipment to complete tasks under Exhibit "D". Personnel, materials, and equipment provided by the qualified Company will be supplied as needed in order to complete the scope of work required in full.

The District's Recycled Water Distribution System consists of four (4) pump stations, a pressure reducing station (PRV), and approximately 80 miles of distribution pipeline. The pump stations are: the Rio Hondo Pump Station (RHPS), Cerritos Pump Station (CPS), Hollydale Pump Station (HDPS) and Cudahy Pump Station (CDYPS). The CPS station is owned by the City of Cerritos and is operated by the Los Angeles County Sanitation Districts (LACSD). The other three (3) pump stations are owned, maintained, and operated by the District. The District currently outsources Operations and Maintenance (O&M) of the recycled water distribution system. Inframark has an existing contract with the District for O&M of the system.

At this time, the District is looking to plan and perform the work necessary to rehabilitate and/or upgrade the District's aging RHPS located in the City of Pico Rivera. The RHPS was constructed in 1993 as one of the first, and largest, recycled water pump stations for the District. Previous improvements to the RHPS were planned in 2010 with upgrades and modifications made in 2012. Much of the existing equipment at the RHPS, including two (2) of the three (3) service pumps, are the original equipment installed in 1993. Current operations and system configuration require the RHPS to remain operational 24 hours a day, seven (7) days a week or, risk loss of service to recycled water end users in

the District's northern service area. This is due to the absence of recycled water storage facilities.

The overall purpose, goals, and objectives of this project are to repair, improve, or upgrade (overhaul and improve) the RHPS in order to modernize facilities and ensure the most reliable service for District customers.

SECTION 3 - SCOPE OF WORK/PROJECT TASK

The qualified firm/company is required to perform and complete the work and provide the services as set forth in Exhibit "D" of this RFP.

SECTION 4 - MINIMUM COMPANY QUALIFICATIONS

- (1) The Company must have been in business for a minimum of five (5) years.
- (2) The Company must have at least five (5) years' experience providing professional recycled water or water distribution system, storage systems, and pump station design, conditions assessment consulting services, bidding and construction support services, and professional engineering and technical consulting services.
- (3) The District prefers for the company to maintain an office in Southern California that is open during regular business hours.
- (4) The Company must possess the certifications or licenses required to provide professional engineering design, construction management, and technical services for recycled water distribution systems (including pump stations and storage). All personnel required to be licensed or certified to perform tasks will be required to keep all licenses or certifications valid and up-to-date.

SECTION 5 - PROPOSAL REQUIREMENTS

All Proposals must include and will be evaluated based on the following criteria:

1. **Project Understanding**: A detailed scope of services that reflects the company's understanding of the District's requirements. Proposals shall include in the scope of work specific, well-defined project deliverables, measurable results, timelines or progress reports, and evaluations of the project work on an annual basis.
2. **Minimum Qualifications**: Provide written responses to all the "Minimum Company Qualifications".
3. **Personnel Qualifications**: Qualifications (including experience, training and certifications) of the project manager and staff to be assigned to the District to perform the services outlined in Exhibit "D" attached hereto.

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4. List of Clients: A list of major clients served during the last five (5) years with contact information (i.e. name of the clients, addresses, phone numbers, and contact person). The District reserves the right to contact any of them for references.
 5. Additional Company Qualifications: Information regarding number of current clients, the size of the Contractor's staff, the location of the administrative office, and the number and positions of staff who will work with the District regularly. Please identify if the Contractor is minority, women-owned or disadvantaged business enterprise (DBE).
 6. Capability to Meet District's Requirements: This section should include experience and history of successful completion of projects.
 - (a) Discuss the company's capability to manage and schedule projects, the standard turnaround time, current relative workload, and staff's availability. The District will not designate the exact number of staffing required and the Company shall specify the staffing levels in their plan.
 - (b) Demonstrate the company's expertise and experience with the projects and tasks identified under Exhibit "D". If the Company has a narrowed area of specialization or is interested in only working on certain types of work in Exhibit "D", please address this clearly. Add any additional related work items not listed under Exhibit "D" that may be required, or recommended, by the Company.
 - (c) Demonstrate any experience the Company has had working with clients similar in size or industry as Central Basin, or experience working within the general service area.
 7. Fee Schedule: Include an itemized breakdown of costs for services per task. Itemized breakdown shall include: personnel assigned (titles only), number of hours per task and subtotals for each task. A cost estimate which states the total cost for all services outlined in Exhibit "D" for the contract term identified herein. The "total cost" should account for escalation, sales and use taxes, and other costs. Escalation shall be mutually agreed upon prior to executing a contract for services and will be an annual cost index not to exceed 3% per year. A schedule of rates per hour for partners, principals, directors, specialists, project managers, and staff shall also be included. The rates should contain all direct and overhead expenses, and premiums. Rate schedule shall also include any proposed markup or handling fee on subcontractors if applicable. If necessary, attach a Cost Estimate and Rate Schedule in your proposal for any rush work. Confirm that the rates are consistent with applicable prevailing wage requirements.

8. Business License - The proposal shall include a copy of your business license. The Company shall be registered with the Department of Industrial Relations (if necessary), and each sub-consultant proposed for performance of work requiring registration shall similarly be registered. The Proposal shall include a copy of the Company's business license and evidence of registration (if necessary) for Company and relevant sub-consultants.
9. W9: The proposal shall include a copy of your Company's W9.
10. Insurance: The proposal should include a copy of the company's proof of insurance per the requirements outlined in Section 6 of this RFP, which may be in the form of a letter from the Company's broker providing pertinent information regarding policies or copies of insurance certificates.
11. Certifications & Licenses: (if applicable)

SECTION 6 - TERMS AND CONDITIONS

Review of District's Contract Provisions

The form of contract to be entered into by the District and the successful Company is attached as Exhibit "C". Each Company should review the provisions carefully and advise the District, prior to the Proposal due date, of any desired modifications through a clarification request under Section 7 below. Proposers are notified of the following specific provisions:

The company shall procure and maintain the insurance required, for the duration of the contract, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work performed as set forth in Exhibit "C", Section 4 of the attached sample contract.

1. Insurance Requirements: The following are the District's standard insurance requirements.

(i) Commercial General Liability: coverage should include \$1,000,000 per occurrence, \$2,000,000 aggregate, as applicable. Prior to the start of work, the selected company shall provide to the District evidence of insurance from an insurer(s) certifying the coverage. The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as insureds. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01).

(ii) Business Automobile Liability: Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(iii) Workers' Compensation and Employer's Liability Insurance: shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

(iv) Professional Liability Insurance: For the full term of this Agreement, the Firm shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.

(v) Commercial General Liability & Workers' Compensation Liability Insurance policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the Company.

(vi) Additional Insured Requirements: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

2. Indemnification: Company shall, prior to completion and upon completion of the work, deliver possession thereof to the District ready for use and free and discharged from all claims for labor and material from subcontractors, suppliers or others. Company shall defend, indemnify and hold harmless the District to the fullest extent permitted by law, as set forth in Exhibit "C", Section 5 of the attached sample contract.

3. Term: The initial term of the contract is for a two (2) year period, with the option to extend one (1) additional year for a total term of three (3) years.

Submission of Proposal in response to this RFP constitutes acceptance of all terms and conditions set forth above, unless otherwise stated.

SECTION 7 - REQUEST FOR CLARIFICATION

As of the date of this RFP and continuing until the notice of intent to award is released or the recommended contract is placed on the agenda of the Board for a public meeting, all proposers are specifically directed not to hold any discussions, meetings, conferences or technical discussions regarding the RFP with District officials or employees. During the submittal period, questions regarding this RFP may be directed only to the two (2)

individuals indicated below and submitted through written correspondence by email only on or before 3:00 P.M. on January 9, 2019 to:

Jacque Koontz, Engineering and Operations Manager
jacquek@centralbasin.org
Tel no: (323) 201-5528

and

Roman Gonzales, Associate Engineer
romang@centralbasin.org
Tel no: (323) 201-5541

Requests for Clarification (RFC) will not be taken over the phone, via fax or via regular mail.

Responses: if deemed necessary by the District responses will be provided in writing for the benefit of all prospective companies and will be posted on the District's website at www.centralbasin.org. It is each Company's responsibility to visit our website to check and view any response to RFCs, or view changes/addenda made to this RFP, by the District. The District will cease posting responses to RFC's on the District's website at 3 PM on January 10, 2019.

SECTION 8 - SUBMITTING PROPOSAL

Per the District's Administration Code under Part 3, Chapter 9, Article 1, Section 1.12 (b) Communication Blackout, no person or company who has a potential new contract with the District, either for professional and other services or for the furnishing of any material, supplies, equipment or real estate to the District shall communicate directly or indirectly with a Director while that matter is pending before the District. Persons or companies that violate this policy will be disqualified from the procurement process.

The following information is required by the deadline for the company to be considered in the following format, including page limits for each section. Failure to follow these instructions will result in point deductions or outright disqualification, at the sole discretion of the District. The document should be prepared using a minimum of 11-point font and printed double sided on 8 ½" by 11" paper stock. The document may contain 11" by 17" pull-out sheets, but such sheets will count as two pages. Tables, figures and photo captions may use a smaller font, but must be easily readable:

1. Title Page and Table of Contents (2-page maximum)
2. Letter of Transmittal (2-page maximum)

Provide a letter of transmittal on Company letterhead summarizing your response to the RFP, signed by the officer of the Company authorized to represent the organization and make decisions related to contract terms and pricing. The letter should outline at least three reasons why the District should select you for this project.

3. Section 1 – Background and Company History (3-page maximum)

- Clearly identify the Company, providing the full Company name, address, phone and fax numbers, and the name and date of organization or incorporation.
- Indicate whether the entity is a corporation, partnership, Limited Liability Company, unit of government, or other form of organization.
- Provide the name of the board members, principal stock holders, partners, or other equity members, as appropriate.
- Note the state and/or country of organization of the corporation and Federal Identification Number.
- Provide a brief history of the organization.
- Include the names, location, and license or certification information (if applicable) for any proposed sub-consultant firms and indicate their role on the team.

4. Section 2 – Firm and Key Personnel Experience (10-page maximum)

- Provide brief summary of the Company's experience with similar contracts.
- Provide a detailed project description for at least three (3) contracts similar in size and complexity to the District's facilities.
- Provide a table listing all relevant distribution systems that the Company has provided services for over the last 10 years. Include:
 - Name of client and location of system
 - System service area
 - Basic description of services provided, assets evaluated, or design projects, including miles of pipeline and number of pump stations
 - Basic description and annual budget of service provided
 - Dates of contract initiation and completion, including if they were completed on time, if there was delay, or if services are still ongoing

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- Describe the experience and qualifications of key management team personnel who will be assigned to the contract, including full-time and part-time commitment. Include two-page resume of each individual identified.
5. Section 3 – Professional References (2-page maximum)
- Provide a minimum of three (3) references from similar clients for whom the Company has provided comparable services to (ideally these are the same three provided in Section 2).
 - Each reference should include:
 - Name of reference and title in the organization
 - Mailing address, telephone (office and cell) and e-mail address
 - Date the individual was associated with the reference project
6. Section 4 – Project Approach and Methodology (10-page maximum)
- Provide a brief description of your Company’s overall philosophy and approach to asset conditions assessments, water system design, and engineering and construction support.
 - Include a description of the work in this section. It should explain the technical approach, methodology, and specific tasks and activities that will be performed. If the Company identifies constraints, problems, and issues that should be anticipated during the contract, the Company is to include suggestions for approaches to resolving them in their Proposal. Additionally, state in what ways and for what reasons the Proposal deviates from the scope of work as presented herein.
 - Provide a staffing plan for the contract including role and responsibilities to key management staff. The District will not designate the exact number required and the Company shall specify the staffing levels needed to complete the scope of work.
 - Identify innovative approaches to system design that will reduce costs or improve operational efficiency or environmental stewardship.
 - Specifically identify additional services that exceed the services requested.
7. Section 5 - Signed Acknowledgement Form – Refer to Exhibit “A” attached hereto.
8. Section 6 - Signed Conflict of Interest Form - Refer to Exhibit “B” attached hereto.

- 9. Section 7 - Resumes of proposed staff (up to 2 pages each)
- 10. Fee Schedule/Price Proposal – presented separately under a sealed cover.
- 11. Appendices - Additional documentation, if applicable.

To be considered:

- 1. Five (5) hard copies of the Proposal must be received on or before 3:00 P.M. on 1/15/2019 ; and
- 2. One (1) electronic copy of the Proposal on a CD or USB flash drive must be received on or before 3:00 P.M. on 1/15/2019

Submit your Proposal to:

Kevin P. Hunt P.E.
General Manager
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040

Proposals can be mailed or shipped by the courier of your choice or hand delivered to Security staff located at the front desk. Proposals that are dropped off without notice, without being directly hand delivered to Security staff, or are without date and time marks from Security staff will not be considered. Proposals submitted via Fax or Email will not be accepted.

SECTION 9 - SCHEDULE

The following dates reflect the anticipated schedule for the Proposal and selection of the company:

<u>Events</u>	<u>Date</u>
RFP distribution to companies	12/04/2018
Questions from companies about scope or approach due by 3P.M.	01/09/2019
Responses to companies about scope or approach due by 3P.M.	01/10/2019
Proposal due date by 3P.M.	01/15/2019
Target date for review of Proposals	1/16/2019 – 1/18/2019

Final Company selection discussion(s)--week of	1/21/2019 – 1/25/2019
Anticipated decision and selection of company(s)	1/30/2019
Anticipated recommendation of contract award	2/25/2019
Anticipated commencement date of work	3/04/2019

SECTION 10 - SELECTION PROCESS AND EVALUATION CRITERIA

Proposals will be examined for compliance with all the requirements in the sections of this RFP.

The District, at its discretion, may waive any omission which it deems to be non-essential or inconsequential.

Proposing companies should note that the pricing, while important, will not be the **only** deciding factor in the final selection but rather the ability of the company to provide and perform the required duties as outlined in Exhibit “D”.

Weighted Evaluation Criteria:

Completeness of the Proposal	5%
Company qualifications and experience	30%
Evaluation of scope of work, deliverables, quantitative, timelines for milestone	30%
Capability to meet District requirements	25%
Fee Schedule	10%
TOTAL	100%

Interviews, oral presentations, and written questions for further clarifications may be required of some or all Companies. Final scoring will be based on a predefined method considering the Proposal and interview.

District staff will present a recommendation to the Committee concerning approval to award the contract with or without negotiations. The District’s Board of Directors will make a final decision based on the Committee’s recommendations. The District will provide all companies with a written notice of the recommendation the staff will present. The notice will provide a reasonable date and time for the next Board meeting at which the Board of Directors plan to authorize the contract.

If the District elects to proceed with negotiations, the District will have discretion to determine which elements of the Agreement will be included in the negotiations. However, each Contractor should be prepared to enter into the Agreement in the form included in the RFP, without negotiations.

It is anticipated that a recommendation for award/negotiations will be made to the District's Committee in February and to the District's Board by February 25, 2019.

Committee and Board agendas can be found on the District's website at https://www.centralbasin.org/board_of_directors/committee_agendas.

Dates and times of Committee and Board meetings can also be found on the District's website at: https://www.centralbasin.org/board_of_directors/meetings_schedule.

Any Proposal that does not include written/documented responses to all items of the "Proposal Requirements" will not be considered. Postmarks, facsimiles and e-mails will not be accepted.

SECTION 11 - CONFIDENTIALITY

The District is subject to Public Records Act under California Government Code Section 6250 et seq. Companies are advised that all required submitted information is subject to disclosure to the general public. Companies must clearly indicate pages or sections of the bid response that are considered confidential or proprietary in the event that the District is called upon to comply with disclosure laws requiring public dissemination of the Proposal.

Proposals submitted and terms and conditions specified in each company's bid response will remain the property of the District.

SECTION 12 - PROPOSAL ACCURACY

By submitting a proposal, companies agree that any significant inaccuracy in information given by the company to the District will constitute good and sufficient cause for rejection of the proposal.

SECTION 13 - DISCLAIMER

Central Basin makes no representations that any contract will be awarded to any respondent to this RFP, and reserves the right:

1. Extend the deadline for submittal of the Proposal.
2. Amend this RFP.
3. Withdraw this solicitation at any time without prior notice;
4. Provide all respondents with a list of Company questions and the District's responses.

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5. Following receipt of Proposals, request additional information and/or clarification from respondents, and consider such information and clarification in Proposal evaluations.
 6. Reject respondents that are found to have made misleading statements or material misrepresentations;
 7. Reject any or all Proposals;
 8. Permit the timely correction of errors.
 9. Waive any deviation, defect or technicality in any Proposal received.
 10. Conduct investigations with respect to the qualifications and experience of each respondent and background checks;
 11. Eliminate any respondent that submits a non-conforming, non-responsive, incomplete, inadequate, or conditional Proposal.
 12. Award the Contract to a single respondent or apportion those requirements among two or more respondents as the District may deem to be in its best interests;
 13. Select the Proposal(s) most advantageous to the District; and,
 14. Negotiate a final contract with respondent(s) as necessary to serve the best interest of the District

SECTION 14 - CONFLICT OF INTEREST

The District is subject to Political Reform Act, under California Government Code section 1090, et. seq. To protect the District Directors and staff, all potential contracting parties with the District shall be required to complete a Conflict of Interest Questionnaire prior to the award. Refer to Exhibit "B" attached hereto.

Continued on following page...

EXHIBIT "A" ACKNOWLEDGMENT FORM

**RFP No. 180 PROFESSIONAL SERVICES FOR THE CONDITIONS ASSESSMENT
AND UPGRADE OF THE RIO HONDO PUMP STATION**

PART A

The proposing company warrants the following:

- 1) That it will not delegate or subcontract its responsibilities under contract without the expressed, prior written permission from Central Basin Municipal Water District.
- 2) That all information provided in connection with this proposal is true and correct.
- 3) That it will acknowledge and agree with all terms and conditions stated in this request for proposal.

Company Name (Respondent to RFP):

Address: _____ City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Telephone No: _____ Email: _____

Signature

PART B

The above listed company is responding to a Request for Proposals for a qualified and experienced company to provide <project>.

**THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL
WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.**

RETURN ON OR BEFORE 3.00 P.M. on 01/15/2019

**Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Attn: Kevin P. Hunt, P.E.
General Manager**

EXHIBIT "B" CONFLICT OF INTEREST FORM

Central Basin Municipal Water District's (Central Basin) Code of Conduct prohibits its Directors and staff from making decision in which he/she has certain financial or personal relationships with a contracting party. The questions that follow are intended to alert Central Basin to potential code of conduct conflicts. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows Central Basin to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, Central Basin reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate Central Basin's policies or California law and thus preclude a contracting party's participation in this award. All contracting parties and proposed sub-consultants must respond to each of the following questions. For responses answered "yes" Central Basin may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. To the best of your knowledge, do any current Central Basin Board members or employees have any of the following financial relationships with your company or with proposed sub-consultants?

Owner	[Yes] [No]
Member	[Yes] [No]
Partner	[Yes] [No]
Officer	[Yes] [No]
Employee	[Yes] [No]
Contractor; Consultant	[Yes] [No]
Broker	[Yes] [No]
Major Stockholder:	[Yes] [No]

(Major stockholder means ownership of 3% or more of company stock.)

If "Yes" to any of the above, did this Board member or employee participate in formulating your submittal?

[Yes] [No]

2. Are you, or to the best of your knowledge, are any officers or key employees of your company or proposed sub-consultants an immediate family member of any current Central Basin Board member or employee?

[Yes] [No]

3. To the best of your knowledge, is a Central Basin employee or Board member seeking or being considered for employment by your company or by proposed sub-consultants?

[Yes] [No]

4. To the best of your knowledge, have you or any officers or key employees of your company or any proposed sub-consultants provided contributions directly or indirectly to a Board member while this potential new contract is pending before the District?

[Yes] [No]

5. To the best of your knowledge, have you or any officers or key employees of your company or any proposed sub-consultants ever served on District's Board?

[Yes] [No]

6. Have any of your current employees been employed by the District in the past 5 years?

[Yes] [No]

7. Have you or any of your current employee been in direct or indirect communications with any of the District's Board of Directors during the procurement process of this RFP?

[Yes] [No]

If Yes, then please indicate the date and the Director's name

8. Have you made any contribution(s) in the last three (3) months to any member of the District's Board of Directors?

[Yes] [No]

If Yes, then please indicate to whom and how much contribution was made?

Continued on following page....

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Name (type or print)

Signature

Title

Date

Company Name

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN ON OR BEFORE 3.00 PM on 01/15/2019

**Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Attn: Kevin P. Hunt, P.E.
General Manager**

EXHIBIT “C” SAMPLE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT NO: _____

Between

CENTRAL BASIN MUNICIPAL WATER DISTRICT

And

For

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____ (hereinafter, the “Effective Date”), by and between the Central Basin Municipal Water District, a municipal water district organized under the Municipal Water District Law of 1911 (Water Code Section 71000 et seq.) (“DISTRICT”) and _____ (hereinafter, “CONSULTANT”). The capitalized term “Parties” shall be a collective reference to both DISTRICT and CONSULTANT. The capitalized term “Party” shall refer to either DISTRICT or CONSULTANT interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, the DISTRICT may make contracts, to do all acts necessary for the full exercise of its powers pursuant to Water Code Section 71592; and

WHEREAS, DISTRICT requires the performance of _____; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the DISTRICT Board of Directors in accordance with the DISTRICT’s procurement and purchasing procedures through a written Board Memo dated _____; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONSULTANT agree as follows:

SECTION 1 - SCOPE AND PROSECUTION OF WORK; COMPENSATION

1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in “**Exhibit A**” (hereinafter the “Scope of Work”) attached and incorporated hereto. CONSULTANT further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete

the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.” The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on CONSULTANT’s behalf shall commence with the performance of the Work or any other related tasks until DISTRICT issues a written notice to proceed (hereinafter, the “Notice to Proceed”).

1.2 TERM: This Agreement shall have an initial term of _____ months commencing from the _____ and terminating _____ (hereinafter, the “Initial Term”).

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. CONSULTANT shall perform and complete all of the services and tasks set forth in “**Exhibit A**” under the Scope of Work in accordance with the compensation schedule set forth in the Scope of Work under the heading “fee schedule” (hereinafter, the “Compensation Schedule”). As provided under the Compensation Schedule, CONSULTANT shall be paid a flat monthly fee of _____ Dollars (\$ _____) per month.
- B. As provided under the Compensation Schedule, CONSULTANT may receive reimbursement for certain pass-through costs and expenses approved by DISTRICT prior to being incurred provided that CONSULTANT’s total aggregate reimbursements shall be capped _____ Dollars (\$ _____) for the entire term of this Agreement. All reimbursable cost shall require the prior written approval of the General Manager or Project Manager before they are incurred. For purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as “Reimbursable Costs”. CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT’s monthly invoice or statement. DISTRICT shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.
- C. CONSULTANT further agrees that the total aggregate amount of compensation and reimbursements CONSULTANT received under this Agreement shall not exceed the sum of _____ DOLLARS (\$ _____) (hereinafter, the “Contract Price”), unless any compensation or reimbursement in excess of the Contract Price is first approved by the DISTRICT acting in consultation with the General Manager and the Project Manager. The Contract Price includes reimbursable pass-through costs identified in Section 1.3B, below.

1.4 PAYMENT OF COMPENSATION:

- A. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit an itemized invoice to DISTRICT on a monthly basis for the previous month's services that includes:
- i. A detailed description of the services performed to the satisfaction of the Project Manager.
 - ii. Date or period of services.
 - iii. DISTRICT's Agreement number.
 - iv. The name of the DISTRICT's Project Manager
 - v. CONSULTANT's remittance address and phone number.
 - vi. Support documentation sufficient to validate the charges for each invoice item.
 - vii. When applicable, reimbursable pass-through costs incurred by CONSULTANT during the recently concluded month.
 - viii. CONSULTANT shall submit invoices to the following address:
Central Basin Municipal Water District
Attn: Project Manager
6252 Telegraph Road
Commerce, CA 90040
 - ix. DISTRICT's payment terms are NET 30 days after the receipt of invoice.
- B. Within thirty (30) calendar days of receipt of each invoice, DISTRICT shall notify CONSULTANT of any disputed charges, costs or expenses included in the invoice.
- C. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK: At any time during the term of this Agreement, DISTRICT may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by DISTRICT to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the DISTRICT. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONSULTANT's cessation or abandonment.

SECTION 2 - PERFORMANCE OF AGREEMENT

2.1 DISTRICT PROJECT MANAGER: The DISTRICT hereby designates a Project Manager, _____ (hereinafter, the "Project Manager") to act as its representatives for the performance of this Agreement. The Project Manager shall act on behalf of the DISTRICT for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the Project Manager.

2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates _____ to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated:

- (i) by personal delivery;
- (ii) by overnight courier upon written verification of receipt;
- (iii) by certified or registered mail, return receipt requested, upon verification of receipt to the following:

To the DISTRICT:
Central Basin Municipal Water
District
6252 Telegraph Road
Commerce, CA 90040
Attn: _____
Phone: (323) 201-_____
Fax: (323) 201-_____
E-mail: _____

If to the CONSULTANT:

Attn: _____
Phone: _____
Fax: _____
E-mail: _____

2.4 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONSULTANT agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the Project Manager at all reasonable times.

2.5 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;
- B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the DISTRICT;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*)
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being

employed by professionals performing the same type of work and services in the State of California.

- 2.6 ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of DISTRICT and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEE OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the work.
- 2.9 COMPLIANCE WITH LAWS:** Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the

County of Los Angeles or any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.

- 2.10. SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.11. NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.12. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

SECTION 3 - TERMINATION

- 3.1 TERMINATION WITHOUT CAUSE: DISTRICT may immediately terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT specifying the effective date of such termination. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to DISTRICT up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, DISTRICT may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within ten (10) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

3.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement, including Exhibit A (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, “Event of Default”) shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a “Default Notice”) which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 3.2.B and 3.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT’s issuance of a Default Notice for any failure of CONSULTANT to timely provide DISTRICT or DISTRICT’s employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to DISTRICT or DISTRICT’s employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 3.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT’s issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
- In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT’s refusal or failure to perform any of the services or

tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONSULTANT's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of DISTRICT's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the DISTRICT may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The DISTRICT may exercise any other available and lawful right or remedy. CONSULTANT shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

G. In the event DISTRICT is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

3.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

SECTION 4 - INSURANCE

4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. DISTRICT shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to DISTRICT that it has procured all insurance required under this Article.

4.2 REQUIRED COVERAGES: CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein. The CONSULTANT shall provide the following coverage:

A. Commercial General Liability Insurance: Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General

Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.

- B. Automobile Liability Insurance: Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance and Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- D. Professional Liability Insurance: For the full term of this Agreement, the Firm shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.

4.3 The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

- A. ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insured. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01)
- B. PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- C. WAIVER OF SUBROGATION: The Commercial General Liability and workers' compensation policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.

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- D. The policies shall contain a waiver of transfer rights of recovery (“waiver of subrogation”) against the DISTRICT, its Board members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.
- E. The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT
- F. Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.
- 4.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best’s Insurance Guide have an A.M. Best’s rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the District Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 4.5 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees that DISTRICT’s ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the DISTRICT’s financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person**

authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. Blanket endorsements shall not be acceptable without the prior written approval of the DISTRICT. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon DISTRICT's written request, CONSULTANT shall also provide DISTRICT with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. DISTRICT shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon DISTRICT.

- 4.6 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies DISTRICT may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, DISTRICT may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. DISTRICT's exercise of any of the foregoing remedies, shall be in addition to any other remedies DISTRICT may have and is not the exclusive remedy for CONSULTANT's to failure to comply with the insurance requirements set forth under this Article
- 4.7 **SUBCONTRACTORS INSURANCE COVERAGE:** CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 4.8 **NO LIMITATION ON LIABILITY:** CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth of this Agreement.

SECTION 5 - INDEMNIFICATION

- 5.1 The Parties agree that DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "District Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the District Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that DISTRICT would not enter into this Agreement in

the absence of CONSULTANT's commitment to indemnify, defend and protect the DISTRICT as set forth herein.

- 5.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the District Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this Article shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, cost caused by the sole negligence or willful misconduct of any or all of the District Indemnitees.
- 5.3 DISTRICT shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due DISTRICT from CONSULTANT as a result of CONSULTANT's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to the District Indemnitees.
- 5.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 5.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

5.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

SECTION 6 - MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of DISTRICT, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.4 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions

stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.5 **PROHIBITED INTERESTS**: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.6 **TIME IS OF THE ESSENCE**: Time is of the essence for each and every provision of this Agreement
- 6.7 **FORCE MAJEURE**: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.8 **GOVERNING LAW; VENUE**: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.9 **ATTORNEY'S FEES**: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.10 **SUCCESSORS AND ASSIGNS**: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.11 **NO THIRD PARTY BENEFIT**: There are any intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.12 **CONSTRUCTION OF AGREEMENT**: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this

Agreement together through a process of negotiation and with the advice of their respective attorneys

- 6.13 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.14 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.15 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.16 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.17 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.18 **COUNTERPARTS:** This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by DISTRICT. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first written above.

APPROVED:

DISTRICT

Central Basin Municipal Water District

By: _____

Date

General Manager

APPROVED AS TO FORM:

By: _____

Date _____

District General Legal Counsel

**APPROVED:
CONSULTANT**

By: _____

Date

Title: _____

EXHIBIT “D” SCOPE OF WORK/PROJECT TASK

In 2016, Central Basin hired Hazen and Sawyer (Hazen and Sawyer or Hazen) to perform an initial conditions assessment of the RHPS, with particular focus on its mechanical and electrical systems and components. In December 2016, Hazen provided a conditions assessment and risk of failure analysis report of the RHPS. Hazen evaluated the ability of the existing equipment in the RHPS to reliably meet the growing demand for recycled water from the District’s customers. On the report, a condition score was assigned to each mechanical and electrical asset during the on-site condition assessment. See attached report.

In response to Hazen’s report, the District included the recommended improvements in its Capital Improvements Budget. Considering the level of effort required to contract the recommended improvements, the District would like to determine if there is other work, aside from the recommendations in the Hazen report that would be prudent to pursue at the same time.

Additionally, the District has engaged another consultant to update the District’s distribution system hydraulic model (H2ONet) to develop plans for incremental system expansion to be constructed within the next one (1) to five (5) years. The hydraulic model report and planning level expansion plans will be provided to the selected consultant once a contract is established. If Central Basin staff receives the finalized hydraulic model report while this RFP is being publically advertised, it will be posted to and able to be viewed from the District’s website.

The Consultant to be selected for this project will be required to perform an enhanced assessment of the entire RHPS, including and beyond the mechanical and electrical systems, to determine what improvements are needed/prudent at this time.

The District’s two (2) part scope of work, objectives, and goals for this project in a generalized sense are:

- Evaluate the condition of the RHPS
- Determine what improvements may be required or prudent at this time
- Determine what improvements may be required in the future
- Plan and design the recommended improvements, as directed by the District
- Provide engineering and technical assistance to District staff during the bid and award of a contract for construction
- Provide engineering and technical assistance to District staff during construction of the project

Part 1: Consultant shall complete a full conditions assessment of the District's Rio Hondo Pump Station in its entirety. District staff will provide the Consultant with documentation and records available that are project relevant to assist with the conditions assessment. Assets under review will include, but not be limited to:

- Mechanical equipment such as pumps, motors, and surge tank
- Hydraulic assets such as piping, valves, and fittings
- Electrical equipment and systems such as transformers, control panels, lighting, and variable frequency drives
- Instrumentation such as sensors, switches, and analyzers
- Supervisory Control and Data Acquisition (SCADA) communication equipment
- Chemical equipment such as chemical pumps, and chemical storage
- Structural assets such as the pump house, wet well, chemical facility, and storage areas

The Consultant is to develop a listing of recommended actions for each asset from results of the full conditions assessment. Assets are to be listed and categorized by the Consultant using the appropriate methods and industry standards. The Consultant's assessment will determine if each asset has a need for repair, replacement, upgrade, or if no action is needed. Repairs, replacements, or upgrades needed within the next five (5) years will be considered immediate and are to be included in Part 2 of the scope of work. Repairs, replacements, or upgrades needed within the next five (5) to ten (10) years will be at the discretion of the District to be included in Part 2. If assets are not in need of repair, replacement, or upgrade within the up and coming ten (10) years; a timeline for action should be developed by the Consultant. If assets do not require repair, replacement, or upgrade unless future expansion calls for changes this should be clearly stated. The District is open to adjusting timelines or changing categories as recommended by the Consultant if they differ from those stated herein. All findings are to be part of a Preliminary Design Report (PDR) that will be submitted to the District.

Consultant will be responsible for the following tasks:

Task 1.1: Review Hazen and Sawyer's Report and Evaluate Existing RHPS Conditions

- a) Availability for a kick off meeting at the District's facilities to review the goals of the project.
- b) Consultant is to review the recommendations made by the Hazen and Sawyer's "Rio Hondo Recycled Water Pump Station – Condition Assessment and Risk of Failure Analysis" report (dated December 2016).
- c) Consultant is to review the provided hydraulic model report and expansion plans.

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- d) Consultant will conduct site visits with District and Inframark staff as needed to gain a more in depth understanding of the recommendations made in the Hazen and Sawyer report.
 - e) Consultant is to confer with District and Inframark staff to determine what pertinent data such as operational data, previous reports and as-built drawings is, or can be made, available by the District.
 - f) Consultant is to review the existing available background data, identified above, as needed.
 - g) Consultant will provide a preliminary list of recommended potential RHPS system improvements, prioritizing them by need, order of magnitude, cost, and ease of inclusion. The District will review the list and identify which improvements will be further studied and/or designed as part of this project.

Deliverables:

- Kick Off Meeting, Agenda, and Notes
- Preliminary list of potential improvements as described above
- Preliminary scope and schedule based on Hazen and Sawyer report, hydraulic model report, expansion plans, site visit, and Consultant's preliminary review of existing conditions

Task 1.2: Preliminary Design Report

- a) Using the Hazen and Sawyer report, hydraulic model report, expansion plans, and other findings developed by the Consultant, Consultant will prepare a Preliminary Design Report (PDR) to provide planning level descriptions of the selected improvements.
- b) Consultant will include in the PDR the criteria used to determine size, capacity, and specifications of each improvement and any sub-assemblies or sub-systems for each.
- c) For existing equipment that has become obsolete, or is anticipated to become obsolete within five (5) years, Consultant will discuss the need for retrofitting or upgrading systems or components (such as variable frequency drives or other electronic technologies), and is to ensure compatibility between all equipment and systems
- d) In situations where systems or components can either be retrofitted or replaced, Consultant will describe in the PDR the pro's and con's of such decisions

Deliverables:

- Provide PDR addressing findings and recommendations for repairs, replacements or upgrades.
 - Within the next five (5) years
 - Within the next ten (10) years with a timeline for action
 - Address assets that do not require repair, replacement, or upgrade unless future expansion calls for changes
- Provide a preliminary cost estimate of all repair or replacement recommendations
- Provide a project PDR, design, and construction schedule for the repair or replacement of the recommended improvements.
- Provide a list of necessary technical specification sections to be included in the project technical specifications

Part 2: Prepare design plans and bidding specifications package, including an engineering estimate of probable construction costs, for repairs, replacements, or upgrades for the District's Rio Hondo Pump Station. Construction drawings, specifications, and estimate of the probable cost of construction are to be completed in full and ready to advertise publically for the purpose of procuring a contractor.

Consultant will be responsible for the following tasks:

Task 2.1: Design

- a) Consultant to prepare plans and specifications for recommended improvements for RHPS.
- b) Develop 60%, 90%, and 100% design plans and specifications.
- c) Provide hard and electronic (PDFs and AutoCAD) copies of final design plans and specifications.
- d) Provide an Engineer's cost estimate of probable construction costs including all labor, material and equipment cost.

Deliverables:

- Provide 60%, 90% design plans and specifications on PDF for review.
- Provide 100% design plans and specifications on PDF and latest version of AutoCAD.

Task 2.2: Bid and Award

- a) Provide technical support as needed during the bidding and award process

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- b) Plan to attend at least one (1) pre-construction meeting
 - c) Plan to attend at least one (1) Committee Meeting
 - d) Plan to attend at least one (1) Board Meeting
 - e) Review and respond to Requests for Clarification (RFC) during the advertisement of project

Deliverables:

- Prepare at least one (1) PowerPoint file to present at meetings
- Responses to Requests for Clarification (RFC) during the advertisement of project

Task 2.3: Engineering and Technical Assistance During Construction

- a) Provide engineering and technical support as needed during construction
- b) Determine frequency of, coordinate, and assist with regular construction meetings with Contractor selected and District staff
- c) Review and respond to Requests for Information (RFI)
- d) Review and respond to Requests for Clarification (RFC)
- e) Review, negotiate, and respond to Change Order Requests (CORs) and prepare associated documents to be reviewed and approved by the District
- f) Consultant will review contractor's submittals for completeness and conformity with the contract documents
- g) Consultant is to provide construction inspection services, and provide daily reports to the District
 - a. Consultant is to ensure construction inspector is a pumping equipment specialist with extensive experience with pump station construction and start up procedures. If Consultant handles construction inspections, the District may require review of credentials and pre-approval of inspectors for the project. The District may elect to obtain a pump specialist to assist Consultant with construction inspections
- h) Incorporate any changes during construction to the plans and provide final record documents for the District

Deliverables:

- Responses to Requests for Information (RFI)
- Responses to Requests for Clarification (RFC)
- Responses to Change Order Requests (CORs)
- Responses to Submittals
- Construction Meeting Agendas, Schedules, and Notes
- Daily Inspection Reports
- Final Record Drawings and AutoCAD electronic files

Attachments:

1. Hazen and Sawyer's "Rio Hondo Recycled Water Pump Station – Condition Assessment and Risk of Failure Analysis" report (dated December 2016)