REQUEST FOR PROPOSALS

FOR

CATHODIC PROTECTION AND CORROSION SURVEY OF
ORANGE COUNTY WATER DISTRICT FACILITIES

ORANGE COUNTY WATER DISTRICT

PROPOSALS DUE

April 27, 2016
2:00 P.M.
Description
The Orange County Water District (OCWD) is soliciting proposals from qualified corrosion engineering consultants to produce a corrosion survey report on the condition of OCWD’s facilities. OCWD manages the groundwater basin in Orange County with a variety of facilities. These facilities treat, pump, convey and recharge water into the groundwater basin. The scope of work for this Request for Proposals (RFP) includes inspecting and taking readings at all cathodic protection monitoring stations and rectifiers, preparing a report summarizing results and providing recommendations for the treatment plants, injection wells, recharge basins, and pipelines.

Some of the newer OCWD facilities have full functioning cathodic protection systems and have been monitored by OCWD staff. The older OCWD facilities require a more thorough inspection to evaluate for corrosion because adequate record drawings of the cathodic protection systems are not available. Most recently, a complete evaluation and survey was performed in 2010 and that information will be provided to the selected consultant and shall be included by the consultant in a tabulated format for comparison with data collected during this scope of work.

The detailed survey should include the following:
1. Inspection of all facilities listed.
2. Review of record drawings and historical cathodic protection readings and reports for the facilities.
3. Inspect all cathodic test stations, passive or impressed current systems, and prepare a list of findings from this inspection, including recommendations for repair and cost estimates.
4. Provide electrical testing of each active cathodic protection facility to determine if the existing levels are adequate.
5. Provide electrical testing on pipelines to determine present levels of corrosion activity on respective lines as well as functionality of inline dielectric insulating fittings, electrical continuity of pipeline joints and continuity of test station lead wires to the pipeline segments.
6. Inspect the existing cathodic protection systems to verify proper operation of equipment and reset and adjust rectifier outputs where necessary.
7. Retest all systems where adjustments were made to verify full protective levels have been achieved.
8. Record all field test data to be included in the final report.
9. Provide a final report containing at least the following information:
   - Introduction of each facility and its current cathodic protection
   - Summary of findings during field visits and/or review of historical documents
   - Summary of field adjustments made
   - Recommendations to improve cathodic protection and cost estimates (where necessary)
   - Maintenance suggestions for OCWD personnel
   - Summary of the state of each of the facilities
To support this work, OCWD will provide the following:

1. Complete engineering record drawings of the required survey facilities, especially information relating to the cathodic protection and/or test station locations of these facilities.

2. The list of required facilities that should be included in the corrosion survey.
   Attachment A includes the detailed description of each of the listed facilities. Attachments B, C, and D are figures showing the locations of these facilities.

   1. Santiago Creek Pipeline
   2. Anaheim Phase II Pipeline
   3. Warner Bypass Pipeline
   4. Riverview Pipeline
   5. Green Acres Pipeline – Reach #1
   6. Green Acres Pipeline – Reach #2
   7. Green Acres Pipeline – Reach #3
   8. Green Acres Pipeline Phase II Newport Extension
   9. Talbert (Seawater) Barrier Pipeline
   10. Talbert Southeast Barrier Pipeline
   11. Groundwater Replenishment System Pipeline
   12. Advanced Water Treatment Facility

**ELEMENTS OF PROPOSAL**

Four copies of the proposal are due in the OCWD Fountain Valley office by April 27, 2016 at 2:00pm.

Please include the following in your proposal:

1. Project approach, expanding or revising the scope of services provided herein if necessary. Any deviations from the scope herein shall be clearly designated in the proposal, including associated man-hours. Include and describe all sub-consultant services you believe are necessary.

3. Project team description emphasizing experience and capabilities of designated staff related to the outlined scope of work. Include the home office and location of each project team member.

4. Provide a matrix table of the estimated man-hours for each task and subtask broken down by individual project staff and any sub-consultants.

5. Description of the project team’s past record of performance on similar projects for which your firm has provided services. Also include client references that may be contacted by OCWD.

6. Project schedule with milestones and completion deadlines based on your project approach and experience.

7. Fee proposal submitted in a separate sealed envelope. The fee proposal shall show estimated hours and cost for each task and subtask, including meeting obligations. The fee proposal shall be based on services provided on an hourly-rate basis, with a total not-to-exceed fee. Provide a rate schedule for proposed services.
The proposal is limited to 5 pages front and back. Pre-printed materials, such as resumes and brochures, are not included in the 5 page limit.

**SELECTION PROCESS**
Selection of the Consultant will be based on the proposal contents, prior experience of the firm, and specific experience and capabilities of the project team. Based upon this information, OCWD staff will recommend a firm to OCWD’s Board of Directors for award of contract. The selected firm must be able to begin work immediately upon award of contract.

The evaluation criteria listed in the OCWD Proposal Evaluation Form (Attachment E) will be used to evaluate each consultant.

**PRE-SUBMITTAL ACTIVITIES**

Questions Concerning Request for Proposals
All questions regarding the RFP should be presented in writing to:

Orange County Water District  
Attn:  Ben Smith, P.E.  
18700 Ward Street  
Fountain Valley, CA  92708  
Phone:  (714) 378-3211  
bsmith@ocwd.com

Pre-Proposal Meeting  
A Pre-Proposal meeting will not be held for this scope of work.

Revision to the Request for Proposals  
The District reserves the right to revise the RFP prior to the date the Proposals are due. Revisions to the RFP shall be mailed to all potential Proposers. The District reserves the right to extend the date by which the Proposals are due.

**SPECIAL CONDITIONS**

Reservations  
This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP or to procure or contract for work.

Public Records  
All Proposals submitted in response to this RFP become the property of the District and are public records and as such may be subject to public review.
Right to Cancel
The District reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, the District will notify all the Proposers in writing.

Additional Information
The District reserves the right to request additional information and/or clarifications from any or all Proposers.

Public Information
Release of Public Information selection announcements, contract awards, and all data provided by the District shall be protected from public disclosure. Proposers desiring to release information to the public must receive prior written approval from the District.

Professional Services Agreement
The selected consultant will be required to sign the attached Professional Services Agreement (Attachment F) and to provide the Insurance Certificates and all other required documentation within 10 calendar days of notice of award.

Insurance Requirements
The minimum insurance requirements are: $2,000,000 for Commercial General Liability insurance, $1,000,000 for Automobile Liability insurance (including Additional Insured endorsement for both General Liability and Automobile Liability insurance), and $1,000,000 for Workers’ Compensation insurance (including Waiver of Subrogation endorsement for Workers’ Comp).

The required insurance certificates must comply with all requirements of the standards as shown in the Agreement and must be provided (original copy) within 10 calendar days of notice of award and prior to the commencement of any work on the project.

Equal Employment Opportunity and Affirmative Action Requirements
The Proposers shall provide a Statement of Equal Employment Opportunity/Affirmative Action. The Consultant and each subcontractor shall not discriminate in the employment of persons on the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or sex of such persons except as permitted by Section 12940 of the California government Code. The Consultant is expected to maintain policies similar to those of the District regarding equal employment opportunities and affirmative action as set forth in the OCWD’s Administrative Policies.
Santiago Creek Pipeline
The Santiago Creek pipeline to Santiago Pits was completed in 1989, just prior to the completion of Burris Pit Pump Station. The 4.5 mile long pipeline is a mortar coated and lined, welded steel pipe and heads south out of the pump station for about 40 feet, then turns east to cross the Santa Ana River. At Main Street, the pipe runs south to Collins where it turns east. The pipeline continues on Collins, under the 55 Freeway, to its terminus at Santiago Pits.

The pipeline contains 23 CP test stations. Due to a corrosion survey in 1999 showing corrosion cells were existent, an impressed current CP system was installed in 2000. The CP system consists of five rectifiers and corresponding deep bed anodes that are approximately 130 feet deep.

Anaheim Lake Phase 2 Pipeline
The Phase 2 pipeline is a 72-inch CLMC steel pipeline running on the north side of Anaheim Lake from the north shore area to both the Kraemer and Miller Basins. The pipeline was constructed in 1992 with seven CP test stations to monitor corrosion.

Warner Bypass Pipeline
The Warner Bypass Pipeline is a 60-inch CLMC steel pipeline that was completed in 1995. There are six CP test stations to monitor corrosion. The pipeline connects Weir 4, just downstream of the Lakeview Avenue crossing of the Santa Ana River, to the Little-Warner Basin outlet channel.

Riverview Pipeline
The Riverview Pipeline is a 24-inch CLMC steel pipeline that was constructed in 2003 as part of the River Trail Recharge Basin Project. It is approximately 2,450 linear feet and runs along the Santa Ana River. It has 3 cathodic protection test stations.

Green Acres Pipeline – Reach #1
The Green Acres Pipeline – Reach #1 runs from the OCWD campus along Ward Street until Mile Square Park, where the alignment follows Mile Square Park on either side, and continues eastward on Heil Ave. to the Santa Ana River. It begins as a 30-inch CML&C steel pipe and narrows to a 24-inch CML&C steel pipe and then a few 12-inch CML&C steel pipe portions intermixed with 12-inch PVC pipe along Brookhurst Street. It has three rectifiers and 24 test stations along the pipeline.

Green Acres Pipeline – Reach #2
The Green Acres Pipeline – Reach #2 runs in Santa Ana. It begins as a 36-inch Ductile Iron Pipe and narrows to a 24-inch and finally to a 14-inch DIP. Twenty two test stations and one rectifier circa 1990 at Garfield and Ward.
Green Acres Pipeline – Reach #3
The Green Acres Pipeline – Reach #3 runs mainly in Costa Mesa. It is a combination of a 36-inch CML&C steel pipe, 24-inch CML&C steel pipe, and a 24-inch DIP, as well as miscellaneous PVC pipe offsets. Seventy five test stations and two rectifiers circa 1990.

Green Acres Pipeline Phase II Newport Beach
The Green Acres Pipeline Phase II Newport Beach is a 24-inch CML&C and portions 18-inch CML&C pipeline. This pipeline has 33 test stations.

Talbert Seawater Barrier Pipeline & Injection Wells
The Talbert Seawater Barrier Pipeline runs along Ellis Avenue in Fountain Valley and Huntington Beach. The pipeline itself is made up of ductile iron, asbestos cement pipe, concrete cylinder, PVC, and steel at various sizes along its alignment. It connects OCWD’s injection wells 1 through 32. The majority of the metal portion of the pipeline is made up of 36-inch and 30-inch ductile iron pipe, class 200. The laterals extending to each injection well are 8-inch steel pipe. The West End Improvement Project upgraded the middle portion of the pipeline and included five test stations with this improvement. The Cathodic Protection Improvements Project included 23 new magnesium anodes at each of the injection wells 1 through 23. Each remaining injection well shall be tested (an additional 17 testing locations as some well sites have multiple test stations). For a portion of the 36-inch and 30-inch pipeline there is also a rectifier, a semi-deep anode and a test station located near the Fountain Valley Office. The middle alignment of the Barrier Pipeline was improved in 2007 as part of the Seawater Barrier Pipeline Replacement Project. With this improvement, there were 13 cathodic test stations added on the new 30-inch and 24-inch ductile iron pipe. In 2015 another 4 test stations were added along the “West End” portion of the pipeline along with shallow anode additions to 4 existing test stations.

Talbert Barrier Southeast Barrier Pipeline
The Southeast Barrier Pipeline connects injection wells 33 through 36. It is a 20-inch steel CML&TW pipeline which widens into a 42-inch steel CML&TW pipeline. It was constructed in August 2002. It has 23 cathodic test stations.

GWR Pipeline
The GWR Pipeline is made up of three units. The GWR Pipeline Unit 1 – is from the plant to Westminster Ave. and Santa Ana River. Unit 1 begins as a 78-inch pipeline and narrows to a 72-inch and then a 66-inch steel pipeline. The GWR Pipeline Unit 2 is from Westminster Ave. to the Arrowhead Pond along the Santa Ana River. Unit 2 is a 66-inch steel pipeline. The GWR Pipeline Unit 3 is from the Arrowhead Pond to Kraemer Basin. It begins as a 66-inch steel pipeline and narrows to a 60-inch steel pipeline. There are a total of 66 cathodic test stations within the three units.
Advanced Water Treatment Facility
The Advanced Water Treatment Facility is located in Fountain Valley and is comprised of microfiltration, reverse osmosis, UV disinfection, and hydrogen peroxide disinfection treatment systems. The plant itself was constructed in 2008 and has 51 cathodic test stations on various sized pipelines throughout the facility. The cathodic protection installed on the flow equalization tanks as part of the treatment plant expansion.
Attachment B
Field Headquarters Facilities

1 Santiago Pipeline
2 Anaheim Lake Phase II Pipeline
3 Warner Bypass Pipeline
4 Riverview Pipeline
Attachment C
Fountain Valley Facilities

1 Reach #1
2 Reach #2
3 Talbert Barrier
4 South East Talbert Barrier Pipeline
5 Reach #3
6 Gap Phase II Newport Extension
# ORANGE COUNTY WATER DISTRICT PROPOSAL EVALUATION FORM

**Project:** Cathodic Protection and Corrosion Survey for OCWD Facilities

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting (%)</th>
<th>Score (1-5)</th>
<th>Weighted Score</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Approach to Work</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>2 Work Plan &amp; Schedule</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>3 Project Experience</td>
<td>30</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>4 Project Team</td>
<td>25</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5 Record of Success on Similar Projects</td>
<td>25</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td></td>
<td><strong>0</strong></td>
<td></td>
</tr>
</tbody>
</table>

Scoring:

- 5 = Excellent
- 4 = Above Average
- 3 = Average
- 2 = Below Average
- 1 = Poor
This Agreement (the “Agreement”) is made and entered into as of ***, by and between the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and operating under the laws of the State of California (hereinafter “OCWD”) and ***, (“Contractor”). (The term Contractor includes professionals performing in a consulting capacity.)

PART I
FUNDAMENTAL TERMS

A. Location of Project: ***

B. Description of Services/Goods to be Provided: *** in accordance with PART IV, Scope of Services, included herein.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on *** (“Commencement Date”) and the term of this Agreement shall continue through its expiration on ***.

D. Party Representatives:

D.1. OCWD designates the following person/officer to act on OCWD’s behalf: ***.

D.2. Contractor designates the following person to act on Contractor’s behalf: ***.

E. Notices: All notices and other writings required to be delivered under this Agreement to the parties shall be delivered at the addresses set forth in Part II (“General Provisions”).

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

F.1. Part I: Fundamental Terms
F.2. Part II: General Provisions
F.4. Part IV: Scope of Services
F.5. Part V: Budget
G. Integration: This Agreement represents the entire understanding of OCWD and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

ORANGE COUNTY WATER DISTRICT

By: ______________________________
    Michael R. Markus, P.E.
    General Manager

By: ______________________________
    Cathy Green, Board President

Dated: ______________________________

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: ______________________________
    Joel D. Kuperberg, General Counsel

Address for Notices and Payments:

Contractor Information:

Attention:
Telephone:
Facsimile No.:
PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF Contractor

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. OCWD shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by OCWD to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of OCWD. Contractor agrees to perform all work to the satisfaction of OCWD within the time specified. If OCWD reasonably determines that the work is not satisfactory, OCWD shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from OCWD. In the performance of this Agreement, Contractor shall report to and receive instructions from OCWD’s representative identified in Part I, or his or her designee. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the OCWD.
1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the OCWD of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the OCWD’s Representative.

1.7 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCWD. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of OCWD. In the event of any unapproved transfer, including any bankruptcy proceeding, OCWD may, in its sole and absolute discretion, void the Agreement. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of OCWD.

1.8 Compensation. Contractor shall be compensated in accordance with the terms of Part V hereto (“Budget”). Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with OCWD representatives, and incidental costs incurred in performing under this Agreement. Unless otherwise specified in Part V, OCWD shall compensate Contractor on a time-and-materials basis at the rates listed in Part V. Contractor shall submit an invoice referencing this Agreement, the Work Order number, date and description of services performed, and the amount. OCWD shall pay the Contractor within 30 days of receipt of the invoice.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor’s indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subconsultants. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.1.
2.1.1 Insurance Coverage Required. The policies and amounts of insurance shall be as follows:

a. Commercial General Liability Insurance - The Contractor shall provide and maintain commercial general liability insurance. The coverage for commercial general liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than the following: Two million dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to OCWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability Insurance - The Contractor shall provide and maintain automobile liability insurance. The coverage for automobile liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001) covering Symbol 1 (any auto). Contractor shall maintain limits no less than the following: One Million Dollars ($1,000,000.00) for bodily injury and property damage each accident limit.

c. Workers Compensation and Employer’s Liability - The Contractor and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers’ compensation insurance, all of their employees working on or about the construction site, in accordance with the “Workers’ Compensation and Insurance Act”, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer’s liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

d. Professional Liability - The Contractor shall provide coverage appropriate to the Contractor’s profession covering Contractor’s wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. The limits shall be no less than $1,000,000 per claim and annual aggregate.

2.1.2 General Requirements. Contractor’s insurance:

a. Shall be issued by an insurance company, which maintains an A.M. Best’s rating of “-A, VII” or higher; unless otherwise approved by OCWD;

b. General Liability and Automobile Liability shall name the “OCWD, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter “OCWD and OCWD Personnel”) as additional insureds” and contain no special limitations on the scope of protection afforded to OCWD and OCWD Personnel. All insurance provided hereunder shall include the appropriate separate endorsement(s).

c. Shall be primary insurance and any insurance or self-insurance maintained by OCWD or OCWD Personnel shall be in excess of Contractor’s insurance and shall not contribute with it;

d. Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
e. Workers’ Compensation and Employer’s Liability shall be endorsed to state that the insurer shall waive all rights of subrogation against OCWD and OCWD Personnel, excluding Professional Liability;

f. Shall have project name and/or agreement number indicated on certificate; and

g. Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to OCWD by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

2.1.3 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by OCWD prior to the execution of this Agreement by OCWD.

2.1.4 Evidence of Coverage. CONSULTANT shall furnish OCWD with certificates of insurance with additional insured (Form 2010) including waiver of subrogation endorsement, demonstrating the coverage required by this Agreement, which shall be received and approved by OCWD not less than five (5) working days before work commences.

2.1.5 Workers Compensation Insurance – No Employees/Sole Proprietor. By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. Contractors and subcontractors will keep Workers Compensation Insurance for their employees in effect during all work covered by this Agreement.

In the event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so certify to OCWD in writing prior to OCWD’s execution of this Agreement. OCWD and OCWD Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

2.2 Indemnification.

2.2.1 The parties mutually acknowledge that OCWD has retained Contractor to perform the tasks and services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the tasks and services under this Agreement, Contractor shall use the skill and care that a highly specialized professional, with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Contractor retains subcontractors or subcontractors to perform any portion of any of the tasks or services under this Agreement, Contractor has a duty to OCWD to ensure that the tasks and services performed by such subcontractors or subcontractors meet the same professional level, skill and expertise expected of Contractor.

2.2.2 Except as set forth in subdivision 2.2.3, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all actions, suits, claims, demands,
judgments, attorneys fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Contractor’s performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent active or passive negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active sole negligence or willful misconduct of OCWD or any OCWD Personnel.

2.2.3 The provisions of this subdivision 2.2.3 apply only in the event that Contractor is a “design professional” within the meaning of California Civil Code section 2782.8(b). If Contractor is a “design professional” within the meaning of Section 2782.8(b), then, notwithstanding subdivision 2.2.2 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Contractor shall defend (with legal counsel reasonably acceptable to OCWD), indemnify and hold harmless OCWD and OCWD Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor’s performance of any task or service for or on behalf of OCWD under this Agreement. Such obligations to defend, hold harmless and indemnify OCWD or any OCWD Personnel shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of OCWD or such OCWD Personnel. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.3, Contractor shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor’s negligence, recklessness or willful misconduct.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county, municipal and OCWD ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor’s performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless OCWD against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against OCWD thereunder.
3.3 **Covenant Against Discrimination.** Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 **Independent Contractor.** Contractor shall perform all services required herein as an independent Contractor of OCWD and shall remain at all times as to OCWD a wholly independent Contractor. OCWD shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCWD. Neither Contractor nor any of Contractor’s employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the OCWD; and neither Contractor nor any of its employees shall be paid by OCWD time and one-half for working in excess of forty (40) hours in any one week. OCWD is under no obligation to withhold State and Federal tax deductions from Contractor’s compensation. Neither Contractor nor any of Contractor’s employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the OCWD harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 **Proprietary Information.** All proprietary information developed specifically for OCWD by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor’s underlying materials, software, or know-how, shall be the sole and exclusive property of OCWD, and are confidential and shall not be made available to any person or entity without the prior written approval of OCWD. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor’s services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to OCWD, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by OCWD.

3.7 **Ownership of Data, Reports and Documents.** The Contractor shall deliver to OCWD’s representative identified in Part I, at the end of the project, notes and
surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of OCWD. The Contractor is not responsible to third parties of OCWD’s use of data, reports and documents on other projects. OCWD may use or reuse the materials prepared by Contractor in any manner desired without additional compensation to Contractor. Any work performed by Contractor under this Agreement shall be the property of OCWD.

3.8 Retention of Funds. Contractor hereby authorizes OCWD to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate OCWD for any losses, costs, liabilities, or damages suffered by OCWD, and all amounts for which OCWD may be liable to third parties, by reason of Contractor’s negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor’s obligations under this Agreement. OCWD in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of OCWD to exercise such right to deduct or withhold shall not act as a waiver of Contractor’s obligation to pay OCWD any sums Contractor owes OCWD.

3.9 Termination By OCWD. OCWD reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from OCWD, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to receipt of OCWD’s notice of termination and for any services authorized in writing by OCWD thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, OCWD may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by OCWD in retaining a replacement Contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination By Contractor. Contractor shall have the right to stop work only if OCWD fails to timely make a payment required under the terms of the Budget. Contractor may terminate this Agreement only for cause, upon thirty (30) days’ prior written notice to OCWD. Contractor shall immediately cease all services hereunder as of the date Contractor’s notice of termination is sent to OCWD, except such services as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to OCWD and for any services authorized in writing by OCWD thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor’s willful misconduct, the terms of Section 3.9 relating to OCWD’s right to take over and finish the work and Contractor’s liability therefor shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the
party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.12 **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.14 **Attorneys’ Fees.** In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including but not limited to reasonable attorney’s fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney’s fees and costs from the other party to this Agreement.

3.15 **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of OCWD or Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including OCWD, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, OCWD shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of OCWD such delay is justified. OCWD’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCWD for any delay in the performance of this Agreement, however caused. Contractor’s sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 **Non-liability of OCWD Officers and Employees.** No officer, official, employee, agent, representative or volunteer of OCWD shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by OCWD, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
3.17 Conflict of Interest. No officer, official, employee, agent, representative or volunteer of OCWD shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State, or OCWD statute, ordinance, or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

3.18 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a sole proprietor, then prior to signing the Agreement, Contractor shall provide to the OCWD a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the OCWD will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. Upon request by OCWD, Contractor shall prepare and submit to OCWD any reports concerning Contractor’s performance of the services rendered under this Agreement. OCWD shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor’s performance of this Agreement. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of OCWD and shall be delivered at no cost to OCWD upon request of OCWD or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of OCWD. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and OCWD shall have access to such records upon 48 hours notice.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the OCWD shall be delivered to the following address, to the attention of the OCWD Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To OCWD: Orange County Water District
P. O. Box 8300
Fountain Valley, CA 92728-8300
Telephone: 714/378-3200
4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget"), Part III shall take precedence and prevail over Parts I, II, IV and V; Part II shall take precedence and prevail over Parts I, IV and V; Part IV shall take precedence and prevail over Parts I and V; and Part V shall take precedence over Part I.
PART III
SPECIAL PROVISIONS

[INSERT THE FOLLOWING IF Contractor IS NOT A PROFESSIONAL FIRM SUCH AS ATTORNEY, CPA, ENGINEER OR ARCHITECT. CALL PURCHASING IF UNSURE]

100.1 PART II GENERAL PROVISIONS, Section 2.1.1 (d) Professional Liability insurance requirements is deleted in its entirety.

[INSERT LABOR CODE AND PREVAILING WAGE PROVISIONS IF WORK IS A “PUBLIC WORK”]
PART IV
SCOPE OF SERVICES
PART V

BUDGET

A.