REQUEST FOR PROPOSAL
FOR

CONSTRUCTION MANAGEMENT SERVICES
FOR THE
MID-BASIN INJECTION: CENTENNIAL PARK PROJECT

PROPOSALS DUE
May 9, 2016
10:00 A.M.
INTRODUCTION

Orange County Water District (OCWD or District) is seeking proposals from qualified firms that are interested in providing construction management services for the Mid-Basin Injection: Centennial Park Project. Construction activities will include the construction of four groundwater injection wells in below grade vaults including all related appurtenances within Centennial Park in Santa Ana, construction of a monitoring well at the Heritage Museum site, construction of a purified recycled water injection supply pipeline approximately 5,000 feet long that connects to the District’s existing Groundwater Replenishment System (GWRS) pipeline and crosses the Santa Ana River, construction of a backflush discharge pipeline approximately 4,000 feet long that discharges to the Greenville-Banning Channel and Centennial Park Lake, installation of submersible pumps within the four injection wells, replacement of approximately 9.6 acres of paving within the Park, demolishing an existing City of Santa Ana restroom facility, and constructing two new building with shared City and District uses. The design and construction of this project require special consideration of Park impacts due to the nature of the Park’s donation and funding from federal and state government agencies. The construction contract of this project is expected to span approximately 30 months.

This Request for Proposal (RFP) describes the project, required scope of services, project milestones, consultant selection process, and minimum information that must be included in the proposal. Failure to submit information in accordance with these requirements and procedures may result in disqualification.

Where referenced below, the “Inspector” shall refer to the consultant performing construction inspection and oversight on behalf of OCWD, per the attached Scope of Work. The “Contractor” refers to the general contractor, subcontractors or material and equipment suppliers.
1 PROJECT BACKGROUND

OCWD has worked with the City of the Santa Ana regarding the addition of four Mid-Basin Injection (MBI) wells within Centennial Park. Centennial Park is located on the east side of the Santa Ana River and south of Edinger Avenue, in Santa Ana. The property that the Park is situated upon was transferred to the City by the Federal Government and the City utilized a State grant to construct improvements in the park. The District has also worked with the Santa Ana Unified School District and Heritage Museum to place a monitoring well in a property south of the Park.

The District has agreed to limit the number of areas within the Park that are impacted at a single time, meaning that the construction, well development, and equipping phases of each injection well, pipeline, and structures will require special phasing. Some construction activities have been defined to particular times of the year.

Each of the four injection wells will require a pipeline connection to deliver the supply water for injection. The source of water for these wells will be the GWRS pipeline located in the western levee of the Santa Ana River. Additionally, each well will require a backflush pipeline connection to discharge pumped groundwater into the Centennial Park Lake or the Greenville-Banning channel located on the eastern edge of Centennial Park. Each injection well must be contained below the finished grade within vaults. The vaults are to be located within existing parking areas of the Park. The approximate depth of each well will be 1,200 feet with submersible backflush pumps approximately 300 feet below grade. Power and communication at each injection well will be required. A Process Control System (PCS) will be provided to interface with the District’s existing DeltaV software and fiber optic network contained in the western levee of the Santa Ana River.

Two shared structures will be constructed to benefit City and District purposes. The first structure is located in the northwest corner of the Park adjacent to the soccer fields. The second structure is located near the skate park on the west side of the park. This structure will replace an existing restroom building to be demolished by Contractor. Approximately 600 feet of the existing fence around the Skate Park will be removed and replaced. A camera will be placed to overlook the Skate Park with a Digital Video Recording.

A monitoring well will be constructed down gradient of the Park’s injection wells in the Heritage Museum site. Site improvements within the monitoring well site are included within this project. The well will be located within a parking area to be improved with rock. The Contractor will install display billboards and an improved irrigation system at the site.
Upon completion of well, pipeline, and structure construction in the Park, the majority of parking and roadway areas will be cold milled 2 inches deep and replaced.

The firm to be awarded construction management services shall be known as the District's Construction Manager (DCM). The DCM selected under this scope of work will **not** be responsible for the Inspection of the well drilling and construction which include drilling of the wells, development of the wells, and installation of well casings. The District will hire a separate construction management firm (Well CM) for those activities. The DCM will be responsible for inspection of well equipping which includes well vault construction, well head improvements, pipeline connections, pump installation, etc. Additionally, the DCM will provide general coordination and attend meetings between the Well CM, Contractor, and District.
2 GENERAL INFORMATION

The District is requesting proposals, which shall include at a minimum the tasks outlined in the RFP. The DCM shall assemble a multi-discipline team and provide one lead individual, the DCM Project Manager (PM), who shall bear overall responsibility for all construction management services as outlined in this RFP, and who shall report directly to the District’s Project Manager.

Sub-consultants under direct contract with the DCM may furnish required tasks that cannot be furnished by the DCM’s in-house personnel. All such sub-consultants shall be identified in the proposal, and the utilization of sub-consultants is subject to approval by the District. The DCM shall only assign personnel and sub-consultants whose qualifications and experiences commensurate with the expertise required to accomplish the assigned tasks.

All work shall comply with the requirements of federal, state, and local laws, District requirements, professional engineering and industry standards, and other regulations related to the construction of pump stations, pipelines, water/wastewater and recycled treatment facilities, and other facilities described in this RFP.

The District’s previously selected Design Engineer will typically provide the following services to the District during construction:

1. Shop drawing review and processing;
2. Change order review assistance;
3. Request for Information (RFI) response assistance;
4. Preparation of record drawings (with assistance from DCM);
5. Attend field meetings.

Portions of the construction activities will be conducted during days, while other portions will be conducted during the nights. Pipeline construction within the Park will be performed between the hours of 10 pm and 7 am. Start-up and testing may require extended work hours, during which time the DCM shall provide the inspection/oversight required to complete the project.
3 GENERAL SCOPE OF WORK

3.1 Constructability Review and Comment

3.1.1 The DCM shall review and comment on the 100% design plans, technical specifications, and special provisions prior to the issuance of the Final bid package. The primary purpose of this review shall be for constructability.

3.2 Project Coordination Services

The DCM shall designate a Project Manager (PM) who will be responsible for the following general tasks and services. The PM shall ensure appropriate staff is available to adequately provide the services indicated herein.

3.2.1 The PM is to maintain ongoing interaction and communication with the District’s Project Manager, the Contractor, and the Design Engineer.

3.2.2 Prepare a monthly narrative written report to the District, on the progress of work and significant changes in scope of work, cost or schedule. Narrative shall include the status of each project component cost and budget.

3.2.3 Provide monthly invoices, broken down by project component, in a form acceptable to the District that identifies each individual’s actual hours. Provide supporting invoices for direct and subcontracted costs.

3.2.4 Coordinate with OCWD and the Contractor for scheduling of various construction activities in accordance with the project’s Environmental Impact Report.

3.3 Resident Engineering Duties

Consultant shall provide Resident Engineer(s) (RE) that will be responsible for the tasks and services indicated herein. The RE will report to the DCM Project Manager and at times report directly to the District’s Project Manager. Office space will not be provided by the District and will not be allowed within Centennial Park. Contractor office space and laydown area(s) will have the same requirement.

3.3.1 Pre-construction Services.

The RE will attend project kick-off meeting, receive, process and review submittals and RFIs, and assist with and/or coordinate filing of the Notice of Intent (NOI). Although the Design Engineer will respond to the majority of submittals and RFIs, the DCM should assume direct response to 20 submittals and 50 RFIs.

3.3.2 Document Control.

Document all relevant project communications and promptly distribute to the District and applicable parties. Maintain accurate
records and documentation, and implement a document control system. The RE will collect and compile all operations and maintenance manuals from the contractor or equipment suppliers, and assist the Design Engineer with assembling and drafting a complete operation and maintenance manual. All original project documents and final project reports shall be furnished to the District in an organized fashion within 60 calendar days following filing of the Construction Notice of Completion. These documents and reports shall also be furnished on CD or DVD discs.

3.3.3 Project Correspondence.

Maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of RFIs, change orders, progress payment requests, progress meeting reports, daily inspection reports and all other project correspondence.

3.3.4 Construction Progress Reports.

Separate monthly progress reports for each construction contract shall be prepared and submitted to the District and shall include the following elements:

3.3.4.1 A summary of the prior month’s main accomplishments and current construction activities.

3.3.4.2 Overall contractor’s conformance to contract schedule and quality requirements.

3.3.4.3 Identification of key progress problems, action items and issues along with recommendation for solutions.

3.3.4.4 Summary of progress payments, certified payrolls, change order disputes, submittals, RFI’s and responses, and notices of noncompliance.

3.3.4.5 Daily photographs of representative project activities provided to OCWD in electronic format.

3.3.5 Construction Progress Meetings.

Schedule and lead weekly construction progress meetings with the Contractor and the District’s Project Manager. Provide meeting agendas and discuss the schedule, near-term activities, submittal’s, RFI’s, change orders and any problems that need resolution. Prepare minutes of the meetings with identified action items. Distribute the minutes to the attendees within two working days and include the minutes in the monthly progress reports.

3.3.5.1 The RE shall attend progress meetings during well drilling, construction, and development which will be scheduled and lead by the Well CM. These meetings will take place monthly and the Well CM will assume the roles described in section 3.3.5.
RE’s primary responsibilities during these meetings will be to maintain coordination with other project aspects.

3.3.6 Interpret Plans and Specifications.

3.3.6.1 Inspect construction activities to ensure that the work is in accordance with the contract documents and applicable regulatory requirements.

3.3.6.2 Receive and create a log for all Contractor RFI’s and submittals. The RE shall make every effort to review and respond to RFI’s and submittals prior to involving the Design Engineer. If the RE is unable to respond to an RFI, then they shall immediately transmit it to the Design Engineer or District’s Project Manager. The RE shall then monitor the Design Engineer and District’s review time to assure it does not exceed the contractual time limits and then after receiving a response from the Design Engineer immediately transmit the information to the Contractor.

3.3.6.3 Lead resolution of day-to-day construction issues raised. Coordinate with inspectors, Design Engineer, Contractor and PM as required to reach resolution. Enforce site and construction safety and housekeeping.

3.3.6.4 Obtain and maintain key specification referenced standards including: local and regional specifications, codes, standards, publications, regulations, applicable permitting criteria from local, state, and federal agencies, standard drawings and specifications of the local agencies, and related documents as referenced in the contract documents and as required to perform the work. Make such documents available for review by the contractors, District and other interested parties.

3.3.7 Contractor’s Change Orders and Disputes.

3.3.7.1 Identify, prepare, log and monitor all potential contract change orders, extra work, change orders and disputes.

3.3.7.2 Resolve scope of extra work and changes to the contract with the Contractor and the District.

3.3.7.3 Prepare written justification, schedule impact and cost estimates for each change order and negotiate costs with the Contractor. Justification shall include: a statement of the extra work or change; detailed description of the extra work or change; background leading to the issue; resolution alternatives and resolution recommendation for action by the District. Submit recommended change orders to the District for review and approval prior to finalization.

3.3.7.4 Assist and support the District in analyzing, responding to, negotiating, and resolving any disputes. The RE shall report all
verbal and written disputes immediately to the PM who will then in turn contact the District’s Project Manager and coordinate all disputes with them as well.

3.3.8 Inspection Reports.

Review daily inspection reports for completeness in documenting the Contractor’s work and for potential change order items or deviations from the contract documents.

3.3.9 Payment Requests

Review contractor’s monthly payment request with the project inspector(s). Provide a preliminary payment request to the District’s Project Manager for review prior to submittal of the final monthly payment request.

3.3.10 Special Testing.

Provide appropriately qualified/certified personnel and required specialty equipment for all testing and inspection. This should include but will not be limited to materials (including concrete), reinforcing, soils, subgrade, compaction, welding, special inspection and observation of structures, and factory witness testing.

Coordinate inspection activities for the District’s Cultural Resource Monitors hired under a separate scope.

3.3.11 Record Drawings.

Coordinate the tracking of record drawings. Review the contractor’s record drawings with inspectors on a monthly basis. Ensure District record drawings identify RFI’s, shop drawing revisions, change order modifications, etc. and are updated weekly. Submit record drawings to Design Engineer at completion of the project. Coordinate submittal of completed record drawings to the Districts’ Records Manager. Hold monthly record drawing review meetings with the District’s Project Manager and the Contractor prior to submittal of the monthly progress payment.

3.3.12 Schedules

Review contractor’s baseline and monthly Critical Path Method (CPM) schedules.

3.3.13 Project Closeout.

3.3.13.1 Prepare detailed project punch lists at substantial completion of the project. Coordinate the correction of deficiencies and schedule, coordinate and conduct a final walk-through prior to the acceptance of work with a team consisting of the Design
Engineer, District’s Project Manager, District’s Operations and Maintenance Department and others as directed by the District’s Project Manager.

3.3.13.2 Check and submit final payment requests from the Contractor following filing of Notice of Completion.

3.3.13.3 Review and certify that the Contractor’s project record drawings are complete and accurate.

3.3.13.4 Compile and submit operation and maintenance manuals, instruction manuals, parts lists, spare parts, and warranties for equipment procured as required by the District contract documents. Collect relevant data and information from the Contractor and material/equipment suppliers and assist the Design Engineer in developing a comprehensive O&M Manual.

3.3.13.5 Prepare a final executive summary report which provides a complete overview of the contract, Contractor’s performance, accomplishments, a comparison of preliminary and final project costs, cash flows, schedules, and recommendations for alleviating design, construction management, and construction problems experienced on the project, 60 calendar days following the filing of the Notice of Completion.

3.3.13.6 Furnish all original project documents and final project reports to the District within 60 calendar days following filing of the Notice of Completion. Project documents shall be delivered to the District in a form and fashion acceptable to the District. Deliver the original project documents to the District’s Project Manager in storage boxes with all documents labeled in accordance with the project filing system and in standard file folders. Files are to be placed in boxes by sequential file number. Prepare a sheet for each box listing the contents. Scan or otherwise provide all project files, reports, logs and all other project documents in electronic format. Deliver the electronic files and documents created during the project on CD or DVD (two copies) labeled with the project name.

3.3.14 Project Start-up.

Provide the level of effort to verify and confirm proper operation for all individual systems check out and start-up as well as overall pump start-up and testing. The DCM shall provide the required equipment to confirm proper operation (vibration meters, temperature meters, etc.) of mechanical systems. After successful start-up and testing of the pumps the DCM will provide a written report of all system baseline conditions, including vibration, temperature, current draw and flow measurements.
3.3.15 Site Safety and Clean-Up.

The RE will enforce site safety including a strict speed limit set by the City, Personal Protective Equipment (PPE), fall protection, electric shock prevention, shoring, confined space entry and other Cal OSHA standards. The RE will immediately notify the General Contractor of any unsafe site conditions and follow up to be sure corrective action is taken. The RE or Inspector(s) shall conduct daily site walks to ensure a clean and orderly site and direct the Contractor as necessary. The RE/Inspector shall be on site during final clean-up and demobilization to ensure that all impacted road surfaces and other existing facilities are completed per the contract documents and to the satisfaction of District and City inspectors.

3.4 Perform Construction Inspection Duties

3.4.1 Construction Inspection.

Provide inspection by qualified/certified inspectors to ensure that the Contractor’s work is in compliance with the contract documents. Inspectors shall be knowledgeable in the area assigned. For example: inspectors with appropriate expertise shall staff pumps, pipe, structures, electrical, instrumentation and controls. Prepare daily reports of the construction activities including weather conditions, Contractor’s equipment and labor, work performed, materials used, site visitors, note delays in work and reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to specifications and provide a timely response. Perform technical inspection at the jobsite or off-site of materials and workmanship in accordance with the Contract Documents. The inspectors may not authorize extra work or approve of work that deviates from the contract documents. Any changes will need to be authorized by the assigned RE, DCM and the District’s PM.
4 PROJECT SCHEDULE

The District anticipates that the process for nominating and selecting a consultant and awarding the contract would be according to the following tentative schedule (subject to change without notice):

- Advertise and Issue DCM & Well CM RFPs: April 11, 2016
- DCM Pre-proposal Meeting – 9:00 A.M.: April 21, 2016
- DCM Proposal Due Date – 10:00 A.M.: May 9, 2016
- DCM Interviews: May 23 – 27, 2016
- DCM Agreement Award: June 15, 2016

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Design/Construction Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review &amp; Comment on 100 % Design</td>
<td>Start: July 2016 Finish: July 2016</td>
</tr>
<tr>
<td>Construction Bid Process</td>
<td>Start: November 2016 Finish: February 2017</td>
</tr>
<tr>
<td>Structure &amp; Pipeline Construction</td>
<td>Start: May 2017 Finish: December 2017</td>
</tr>
<tr>
<td>Well Drilling, Construction &amp; Development</td>
<td>Start: November 2017 Finish: July 2018</td>
</tr>
<tr>
<td>Well Equipping</td>
<td>Start: July 2018 Finish: January 2019</td>
</tr>
<tr>
<td>Paving</td>
<td>Start: June 2019 Finish: July 2019</td>
</tr>
</tbody>
</table>
5 ELEMENTS OF PROPOSAL

Please include the following in your proposal:

1. Cover letter.

2. Scope of Work, a detailed discussion of the DCM’s approach to the project, a breakdown and explanation of project tasks, and estimation of hours for Consultant Construction Management Services, and documentation of the DCM and subcontractor qualifications for the scope of work. For Consultant Construction Management Services, total hours and hourly rates are required. The proposal shall be limited to fifteen (15) one-sided pages with type no smaller than 10 point font. The fifteen-page limit excludes cover letter, tabs, dividers, table of contents, executive summary and resumes.

3. Project team description (with resumes of key personnel), briefly emphasizing experience and capabilities of key project members as related to the outlined scope of work. Indicate the estimated number of hours and percentage of time each member will contribute to the project. Include the home office and location of each project team member.

4. Representative project experience, including a brief description of the work performed the period in which the work was performed, the contract value, and client contact information, including name, address, and telephone number.

5. **Fee proposal - submitted in a separate, sealed envelope.** Provide a matrix table of the hours and costs for each project task broken down by individual project staff, labor rates, subconsultants’ fees, and equipment costs. 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.

6 SELECTION PROCESS

Selection of the consultant will be based on the proposal contents, prior experience of the firm, specific experience and capabilities of the designated project team members, and fee proposal. The team members should be competent in all areas outlined under the scope of work above.

Based upon this information, OCWD staff will recommend a firm to OCWD’s Board of Directors for award. The selected firm must be able to begin work immediately upon award of contract and must be able to maintain the required level of effort throughout the entirety of the project.

The evaluation criteria listed in the OCWD Proposal Evaluation Form (Exhibit A) will be used to evaluate each consultant. Interviews may or may not be a part of the selection process.
7 PRE-SUBMITTAL ACTIVITIES

1. 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

2. Pre-Proposal Meeting
   A pre-proposal meeting will be held on Thursday, April 21, 2016. Attendance at
   the pre-proposal meeting is NOT mandatory. The meeting will begin at 9:00 A.M.
   at OCWD’s Fountain Valley office located at the above address.

3. 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 sent to potential proposers identified by
   the pre-proposal sign-in sheet. If a potential proposer cannot attend the pre-
   proposal meeting, but wishes to be on the RFP revision distribution list they must
   notify the District’s Project Manager in writing no later than the day after the date
   of the pre-proposal meeting. The District reserves the right to extend the date by
   which the Proposals are due.

4. Proposal Due Date
   Sealed proposals will be accepted at the office of the Orange County Water
   District, 18700 Ward Street, Fountain Valley, California 92708, until 10:00 AM
   local time on Monday, May 9, 2016. The final sealed proposal shall include five
   (5) hard copies and one (1) CD or DVD with the proposal document saved in
   PDF format. Firms are required to submit one (1) hardcopy of the fee proposal
   and one (1) CD/DVD of their fee proposal in a separate sealed envelope. The
   packaging shall be clearly labeled with the following information:
   - Firm Name
   - “MBI: Centennial Park Construction Management Services Proposal”
   - Date
   - Attention: Ben Smith, PE

   Proposals will be reviewed by OCWD staff and recommendations for issuance of
   a Professional Services Agreement to the successful proposer are anticipated to
   be made to the OCWD Board of Directors in June 2016.

5. Material Available for Review
   Material available for review will be distributed at the pre-proposal meeting in
   electronic format:
a. DRAFT MBI: Centennial Park 75% Construction Drawings
b. DRAFT MBI: Centennial Park 75% Technical Specifications
c. Geotechnical Exploration Report OCWD Mid-Basin Injection Wells Project at Centennial Park, October 5, 2015
e. *DRAFT License Agreement between District and City of Santa Ana
f. *DRAFT Easement Agreement between District and Santa Ana Unified School District
* Documents may not be distributed.

8 SPECIAL CONDITIONS

1. Reservations
   This RFP does not commit OCWD 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.

2. Public Records
   All Proposals submitted in response to this RFP become the property of OCWD and are public records and as such may be subject to public review.

3. Right to Cancel
   OCWD 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 OCWD cancels or revises the RFP, OCWD will notify all the Proposers identified by the pre-proposal sign-in sheet.

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

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

6. Professional Services Agreement
   The selected consultant will be required to sign a Professional Services Agreement and to provide the Insurance Certificates and all other required documentation within 10 calendar days of notice of award. A sample Agreement is attached as Exhibit B.

7. 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) $1,000,000 for Workers’ Compensation insurance (including Waiver of Subrogation endorsement for Workers’ Comp) and $2,000,000 for Professional Liability (Errors and Omissions) insurance.

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 OCWD regarding equal employment opportunities and affirmative action as set forth in OCWD’s Administrative Policies.

9. Prevailing Wage Requirement
The DCM and its subcontractors shall comply with the Davis-Bacon Labor Compliance Program, a Federal requirement of the Clean Water State Revolving Fund Loan.

10. Conflict of Interest
The DCM and its subcontractors shall not be eligible to construct the subject project, nor partner in any way with the Contractor or Well CM firms unless expressly authorized by OCWD in writing.
EXHIBIT A

OCWD PROPOSAL EVALUATION FORM
## ORANGE COUNTY WATER DISTRICT PROPOSAL EVALUATION FORM

**Project:** MBI: Centennial Park Civil CM

**Proposing Firm:** ______________________  **Reviewer:** ____________________________

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting (%)</th>
<th>Score (100)</th>
<th>Weighted Score</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Approach to Work</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Work Plan and Schedule</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Project Experience</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Project Team</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Record of Success on Similar Projects</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Scoring:**
- 100 = Excellent
- 85 = Above Average
- 75 = Average
- 65 = Below Average
- 50 = Poor
EXHIBIT B

SAMPLE OCWD PROFESSIONAL SERVICE AGREEMENT
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: ____________________________
    Claudia C. Alvarez, President

Dated: __________________________

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: ____________________________
    Joel D. Kuperberg, General Counsel

Contractor Information:

Address for Notices and Payments:

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. Contractor shall be compensated for actual costs incurred by subcontractors or other services, and no mark-up will be paid to contractor by OCWD. 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.

e. **Environmental Impairment Liability** - The Contractor shall provide and maintain coverage appropriate for the hazardous material/waste activity contemplated in this Agreement.

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 court 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
Representative: Orange County Water District
P. O. Box 8300
Fountain Valley, CA 92728-8300

All invoices shall be properly identified with the corresponding Agreement No. and sent to the address shown below:

**Invoices Only:** Orange County Water District
Attention: Accounts Payable
P. O. Box 20845
Fountain Valley, CA 92728-0845

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

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, each 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.

OCWD AGREEMENT NO. ***
PART III
SPECIAL PROVISIONS

A. Section 2.1.1.a. Commercial General Liability Insurance, from PART II GENERAL PROVISIONS is deleted in its entirety and replaced with the following:

"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: Ten million dollars ($10,000,000) 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. Section 2.1.1.d Professional Liability, from PART II, GENERAL PROVISIONS, is deleted in its entirety.

C. Section 2.1.1.e Environmental Impairment Liability from PART II, GENERAL PROVISIONS is deleted in its entirety.

D. The Contractor shall comply with the Prevailing Wage Requirements of Exhibit B, added in its entirety. Please note Contractor shall forward Certified Payroll Records to the Project Manager on a weekly basis – no exceptions.

E. The Contractor shall comply with the State Law Mandated Contract Provisions of Exhibit C, added in its entirety.
PART IV
SCOPE OF SERVICES

A. Services shall be performed in accordance with Exhibit A, *** dated ***.
PART V
BUDGET

A. OCWD shall compensate Contractor in accordance with *** dated *** for a not-to-exceed fee of $***.