REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR
UPPER AND LOWER FIVE COVES
REHABILITATION PROJECT
SAR-2018-1

PROPOSALS DUE
March 29, 2018
2:00 P.M.
INTRODUCTION

Orange County Water District (OCWD) is seeking letter proposals from qualified firms that are interested in providing construction management services for the Upper and Lower Five Coves Rehabilitation Project. Construction activities will include the construction of a new flow measurement structure at the end of the Off River system, the construction of a new surface transfer structure and drain tube between Upper Five Coves and Lower Five Coves, rehabilitation of the gates between the Santa Ana River and Upper Five Coves Basin, and the replacement and construction of a new gate and concrete inlet between Lower Five Coves and Lincoln Basin. Construction is expected to take approximately 4 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, sub-contractors or material and equipment suppliers.

1 PROJECT BACKGROUND

The Upper and Lower Five Coves Basins receive water diverted by the Five Coves Inflatable Rubber Dam, as well as water from the end of the Off River system. Water enters Upper Five Coves through pipelines that go under the Carbon Canyon Diversion Channel. Water then surface transfers from Upper Five Coves into Lower Five Coves Basin. Water then leaves Lower Five Coves Basin and is conveyed into Lincoln Basin via reinforced concrete pipes buried under Lincoln Avenue. From Lincoln Basin the water is conveyed into Burris Basin and pumped up to Santiago Basins and Santiago Creek. The Five Coves system is located just west of the Santa Ana River (SAR) between Glassell Street and Lincoln Avenue in the City of Anaheim. The existing Five Coves facility, installed from 1989 to 1990, is in need of major rehabilitation in order to continue to provide diversion of flows. The need to replace the existing structures was accelerated in December 2008 when the transfer structure between Upper and Lower Five Coves partially collapsed due to corroded corrugated metal pipe.

This project will decommission and demolish the existing conveyance structure between Upper and Lower Five Coves and replace it with a new concrete surface transfer structure and drain tube. The existing structure from the Off River to Upper Five Coves will be modified with the addition of a new flow measurement
structure, and the existing inlet from Lower Five Coves to Lincoln Basin will be replaced with a new concrete inlet. An ultra sonic level sensor at the new Off River structure and new actuated gates at each structure will also be implemented and installed as part of the project.

2 GENERAL INFORMATION

The District is requesting proposals, which shall include at a minimum the tasks outlined in the RFP. The firm to be awarded construction management services shall be known as the District’s Construction Manager (DCM). The DCM shall assemble a multi-discipline team and provide one lead individual, the DCM Resident Engineer (RE), 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.

Subconsultants under direct contract with the DCM may furnish required tasks that cannot be furnished by the DCM’s in-house personnel. All such subconsultants shall be identified in the proposal, and the utilization of subconsultants is subject to approval by the District. The DCM shall only assign personnel and subconsultants 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. Submittal review and processing;
2. Request for Information (RFI) response assistance;
3. Preparation of record drawings;
4. Attend field meetings.

All construction activities will be conducted during days only (7:00 AM to 5:00 PM). However, 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

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

3.1 Project Coordination Services

3.1.1 Maintain ongoing interaction and communication with the District’s Project Manager, the project’s General Contractor and the Design Engineer.

3.1.2 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.

3.1.3 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.

3.1.4 Coordinate with OCWD and the General Contractor for scheduling of utilities, as well as SAR diversion.

3.2 Resident Engineering Duties

Consultant shall provide a Resident Engineer that will be responsible for the tasks and services indicated herein. The RE will report directly to the District’s Project Manager.

3.2.1 Pre-construction Services.

The RE will attend project kick-off meeting, receive, process and review RFIs (assume 20).

3.2.2 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 provide the complete set to the Project Manager. All original project documents and final project reports shall be furnished to the District within 60 calendar days following filing of the Notice of Completion. These documents and reports shall also be furnished on CD-ROM discs.
3.2.3 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.

3.2.4 Construction Progress Reports.
Monthly progress reports shall be prepared and submitted to the District and shall include the following elements:

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

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

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

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

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

3.2.5 Construction Progress Meetings.
Schedule and lead weekly construction progress meetings with each 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. Prepare and distribute the minutes to the attendees within two working days and include the minutes in the monthly progress reports.

3.2.6 Interpret Plans and Specifications.

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

3.2.6.2 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.

3.2.6.3 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.

3.2.6.4 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.

3.2.7 Contractor’s Change Orders and Disputes.

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

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

3.2.7.3 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.

3.2.7.4 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.

3.2.8 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.
3.2.9 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 and factory witness testing.

3.2.10 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 General Contractor prior to submittal of the monthly progress payment.

3.2.11 Schedules

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

3.2.12 Project Closeout.

3.2.12.1 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.

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

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

3.2.12.4 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 provide the complete set to the Project Manager.

3.2.12.5 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.

3.2.12.6 Furnish all original project documents and final project reports to the District within 60 calendar days following filing of the Notice of Completion. Deliver the electronic files and documents created during the project on CD-ROM (two copies) labeled with the project name.

3.2.13 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 monorail and gripper system start-up and testing. The DCM shall provide the required equipment to confirm proper operation (vibration meters, temperature meters) of mechanical systems. After successful start-up and testing of monorail and gripper system, the DCM will provide a written report of all system baseline conditions.

3.3 Perform Construction Inspection Duties

3.3.1 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 oversee installation of 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 SUPPLEMENTAL SCOPE OF WORK

The proposed construction oversight scope of services includes the following:

- Specialty Inspection and Materials Testing
- Site Safety and Clean-Up

**Specialty Inspection and Materials Testing**

The DCM and RE shall review and become familiar with all contract documents for the project. Proposals should include testing and inspection to satisfy requirements of the construction drawings and technical specifications. All test results and observation reports will be submitted to the District.

The DCM will provide all geotechnical observation and testing as required by the contract documents. This will include, but not be limited to, subgrade inspections, compaction testing, trench backfilling and rip-rap placement.

The DCM will provide concrete testing and placement inspection as required by the contract documents. This will include field and lab testing as well as reinforcement placement inspection.

**Site Safety and Clean-Up**

The RE will enforce site safety including a strict speed limit of 10 mph, 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 OCWD and OCFCD inspector(s).
5 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:

- Advertise and Issue RFP: March 7, 2018
- Pre-proposal Meeting – 2:00 P.M.: March 19, 2018
- Proposal Due Date – 2:00 P.M.: March 29, 2018
- Potential OCWD Award Agreement: April 18, 2018

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<td>Upper and Lower Five Coves Rehabilitation Project</td>
<td>May 2018 - September 2018</td>
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The project construction period is subject to change depending on several factors. If nesting birds are determined to be within the project area, the start time will have to be delayed until OCWD Biologists give the approval. Additionally, if there are late season rain events that require OCWD Operations use of the Five Coves System, the schedule will be delayed. In any event, the period of construction will remain the same at approximately four months.
REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

6 ELEMENTS OF PROPOSAL

Please include the following in your letter proposal (the proposal shall be limited to 5 pages not including resumes):

1. 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.

2. 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.

3. 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.

4. The fee proposal shall show estimated hours and cost for each task. It shall be based on services provided on an hourly-rate basis, with a total not-to-exceed fee. Please provide a rate schedule for proposed services. Please provide fee proposal in a separate sealed envelope.

7 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 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.
8 PRE-SUBMITTAL ACTIVITIES

1. Questions Concerning Request for Proposals
   All questions regarding the RFP should be presented in writing to:
   Orange County Water District
   18700 Ward Street
   Fountain Valley, CA  92708
   Phone: (714) 378-8245
   Attn: Audrey Perry
   aperry@ocwd.com

2. Pre-Proposal Meeting
   A pre-proposal meeting will be held on Monday, March 19, 2018.
   Attendance at the pre-proposal meeting is NOT mandatory. The meeting
   will begin at 2:00 P.M. at OCWD’s Field Headquarters located at:
   4060 East La Palma
   Anaheim, CA 92807

3. Proposal Due Date
   Proposals will be accepted at the office of the Orange County Water
   District, 18700 Ward Street, Fountain Valley, California 92708, until 2:00
   PM local time on Thursday, March 29, 2018. The final proposal shall
   include five (5) hard copies. Firms are required to submit their fee
   proposal in a separate sealed envelope. The packaging shall be clearly
   labeled with the following information:

   • Firm Name
   • Upper and Lower Five Coves Rehabilitation Project Construction
     Management Services Proposal
   • Date
   • Attention: Audrey Perry

   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 on April 18,
   2018.

4. Material Available for Review
   Material available for review include:

   a. Upper and Lower Five Coves Rehabilitation Construction Drawings
   b. Upper and Lower Five Coves Rehabilitation Specifications
9 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.

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

9. **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 unless expressly authorized by OCWD in writing.
EXHIBIT A

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

**Project:** Upper and Lower Five Coves Rehabilitation Project CM

**Proposing Firm:** ____________________  **Reviewer:** ____________________

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**Scoring:**
- 5 = Excellent
- 4 = Above Average
- 3 = Average
- 2 = Below Average
- 1 = Poor
EXHIBIT B

SAMPLE PROFESSIONAL SERVICES AGREEMENT
This Agreement (the “Agreement”) is made and entered into as of 11/23/2021, 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 11/23/2021 (“Commencement Date”) and the term of this Agreement shall continue through its expiration on 11/23/2022.

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., D.WRE
    General Manager

By: ________________________________
    Denis R. Bilodeau, P.E., 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.: ***

OCWD AGREEMENT 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 00 01). 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 25 03, or ISO CG 25 04, 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. Any combination of a minimum $1,000,000 per occurrence General Liability and Excess Liability or Umbrella to meet the $2,000,000 total may be accepted.

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. The retroactive date is to be later than the effective date of 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
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 (Acord Form 25S or insured’s equivalent) with additional insured (ISO endorsement CG 20 10, CG 20 33 or insured’s equivalent) 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.

The parties mutually acknowledge that OCWD has retained Contractor to perform the services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the 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.

2.2.1 Except as set forth in subdivision 2.2.2 or 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 negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active negligence or willful misconduct of OCWD or any OCWD Personnel where the active negligence or willful misconduct is determined to be the actual and proximate cause of the alleged injury.

2.2.2 The provisions of this subdivision 2.2.2 apply only in the event that Contractor is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Contractor is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 2.2.1 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. Contractor's cost to defend OCWD and/or OCWD personnel against any such Claim shall not exceed Contractor's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code Section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Contractor shall meet and confer with OCWD (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.2, 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.

2.2.3 The provisions of this subdivision 2.2.3 apply only in the event that this Agreement is a "construction contract" within the meaning of Civil Code Section 2782(b) and 2783. If this Agreement is a "construction contract" within the meaning of those statutes, then notwithstanding subdivision 2.2.1 above, to the fullest extent permitted by law, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and
all 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 passive negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active negligence or willful misconduct of OCWD or any OCWD Personnel.

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
Representative: P. O. Box 8300
Fountain Valley, CA 92728-8300

Invoices only shall be properly identified with the corresponding Agreement No. and sent to one of the following:

apinvoices@ocwd.com

OR to the address shown below:

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, 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

A. Section 2.1.1.e. Environmental Impairment Liability from PART II, GENERAL PROVISIONS, is deleted in its entirety.
PART IV
SCOPE OF SERVICES

A. Services shall be performed in accordance with the (USE BOTH OR EITHER ONE:) Project Description and Scope of Services from District’s RFP dated *** (ADD IF ADDENDUM ISSUED:) and Addendum No. 1 dated *** (not included in this document); and Exhibit A, *** proposal dated *** (included herein).

EXAMPLE:

A. Services shall be performed in accordance with the Project Description and Scope of Services from District’s RFP dated February 3, 2016 and Addendum No. 1 dated March 16, 2016 (not included in this document); and Exhibit A, proposal from Kleinfelder, Inc. dated March 7, 2016 (included herein).
PART V
BUDGET

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