REQUEST FOR PROPOSALS

FOR

SANTIAGO PUMP STATION MODIFICATIONS PROJECT

ORANGE COUNTY WATER DISTRICT

PROPOSALS DUE

SEPTEMBER 18, 2018

2:00 P.M.
INTRODUCTION

Orange County Water District (OCWD) is seeking proposals from qualified firms that are interested in providing design, bid, and construction phase services for the Santiago Pump Station Modifications Project. The objective of the Santiago Pump Station Modifications Project is to modify the Santiago Basin Floating Pump Station to pump water between the elevations of 285’ and 240’.

Design services will include analysis of the existing floating pump station drives, pumps, and equipment; analysis of OCWD’s needs and operation parameters of the existing pump station; analysis of two preliminary design concepts prepared by OCWD; preparation of a preliminary design memo with modification recommendation(s); and creation of final design drawings and specifications for the modifications to the existing pump station. The Consultant will work with OCWD staff to select reconfiguration options and develop the technical specifications and construction drawings for the project based upon the option selected by OCWD.

Bid phase services will include developing bid documents; responding to RFI’s; attending the pre-bid meeting; and preparing addenda, assisting with bid submittal review, and attending the bid opening, if required.

Construction phase services will include submittal/shop drawing reviews, responding to RFI’s, and compiling/preparing of record drawings operation and maintenance manuals.

The Consultant will review background information supplied by OCWD, perform all required design calculations and produce construction drawings, technical specifications and construction plans needed to implement the project. OCWD will perform any required regulatory permitting.

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

PROJECT BACKGROUND

OCWD owns and operates a section of the SAR that is approximately 6 miles long, extending from the Imperial Highway crossing downstream to an area approximately 0.4 miles north of the Katella Avenue crossing. OCWD also owns and operates approximately 1,100 acres of recharge spreading facilities located in and adjacent to the Santa Ana River (SAR) and Santiago Creek. Water is recharged in four interconnected systems; the main Santa Ana River system, the Off-River system, Anaheim/Kraemer system, and the Burris Basin/Santiago Creek system. The Santiago Creek System consists of Smith Basin, Blue Diamond and Bond Basins (Santiago Basin, collectively), and Santiago Creek.
OCWD owns and operates the Burris Basin Pump Station to convey water from the SAR to Santiago Basin through the District’s 66-inch diameter Santiago Pipeline. There are also two pump stations located in Bond Basin – one submerged station at the bottom of the basin, and one floating pump station.

This RFP focuses on Santiago Basin and the two pump stations in Bond Basin. Figure 1, below, shows the location of Santiago Basin:

![Figure 1: Project Location]

This facility is located within the portion of Santiago Creek that is owned by OCWD. The primary purpose of Santiago Basin is to add additional storage and percolation capacity to OCWD’s recharge system. Water is diverted out of the SAR and into OCWD’s Burris Basin, near CA Rt 57 and Ball Rd. The water is then pumped to Santiago Basin through the District’s 66-inch diameter Santiago Pipeline. The water in Santiago Basin percolates through the walls and bottom of the basin, and ultimately, into the groundwater aquifer. Water is also pumped from Santiago Basin into Santiago Creek near the basin outlet at the intersection of Collins Ave and N Prospect St for additional percolation.

The original Santiago Pump Station was constructed at the bottom of Bond Basin in 2002. The existing soft-start Motor Control Centers (MCC) and Programmable Logic Controller (PLC) were installed as part of this original project. Four submersible pumps, each with their own MCC, were installed with this project. The four pumps had varying power and head capacities to accommodate large fluctuations in the Santiago Basin water elevation. One additional MCC cabinet (for a total of five) was installed for future use. Soon after commissioning the station, three of the four pumps failed, leaving only
one functional pump. This pump was only capable of pumping at basin water elevations between 285’ and 240’.

In 2011, OCWD installed the floating pump station that is currently in use. The floating pump station barge and pipe manifold was designed and built to accommodate two large fixed speed pumps and two smaller fixed speed pumps at its ultimate build out. The two large pumps were designed to accommodate pumping at water elevations below 240’, and the two small pumps would accommodate pumping at higher water elevations. The barge piping system includes an automatic surge valve that opens and closes within specified pressure ranges to minimize damage to the system in the event of sudden pump shutoff. However, this surge valve is prone to clogging and does not operate properly at lower head (higher water elevation) conditions.

Since the remaining pump in the original station met the District’s need to pump water when the basin was at higher water elevations, only the two larger 490 hp vertical turbine pumps and floating pump cans were mounted to the barge. Two of the original soft-start MCCs were repurposed to drive the 490 hp pumps. The remaining functional submersible pump and associated MCC was left in service to accommodate pumping above 240’. The 2011 upgrade left the fourth MCC from the failed submersible pump station and one spare drive cabinet in the pump station control building unused. The unused MCC was left as a spare and has since been utilized for replacement parts when needed.

Recently, the last functional submersible pump failed, leaving OCWD without the ability to pump water from Santiago Basin when the water elevation is above 240’. Due to the interaction of the water elevation and the design of the pipeline, floating pump station, and pump drives, insufficient head is created to allow the large pumps to function within their designed curve.

PROJECT DESCRIPTION

OCWD has identified two potential solutions to regain pumping capacity when water elevations are above 240’:

Option 1 – Add two small pumps to the floating station and construct any necessary modifications to accommodate the additional pumps; or

Option 2 – Replace the existing larger pump drives with Variable Frequency Drives (VFD) and construct any additional necessary modifications that will allow the pumps to function within the configuration of the existing facilities

The goal of the Santiago Pump Station Modifications Project is to restore OCWD’s ability to pump water from Santiago Basin to Santiago Creek and/or Burris Basin when the water elevation in Santiago Basin is above 240’.
SCOPE OF WORK

OCWD has performed some preliminary feasibility assessments of both options above. This preliminary work includes working with Rockwell to identify the appropriate VFD and develop potential costs for their purchase and installation; working with the barge manufacturer to obtain potential costs for installation of the additional barge sections to accommodate two smaller pumps; and working with the existing pump manufacturer to obtain potential costs for the purchase of two smaller pumps.

The selected Consultant will review existing as-built pipeline drawings from the Santiago Pipeline project, Santiago Pump Station Project, and Santiago Floating Pump Station project to develop hydraulic calculations for pumping from Santiago Basin to Santiago Creek and/or Burris Basin. These calculations will be used to create the system curve for Santiago Basin throughout OCWD’s operational water elevations.

Using the system curve information, the selected Consultant will review existing pump curves and perform calculations to verify that VFDs will work within the system curve. The Consultant will also calculate the power needed for a smaller pump to meet the demands of the system curve for elevations above the operating range of the existing pumps.

Based upon these analyses, information obtained by OCWD, and any other necessary additional information the Consultant will present a recommendation of whether to build out the existing floating pump station or replace the existing soft-start drives with VFDs. This recommendation will identify and consider the cost and schedule to complete all work necessary to construct both options. These findings and the Consultant’s recommendation will be presented to OCWD in a Preliminary Design Memorandum (PDM). OCWD will review and comment on the PDM.

The Consultant will utilize the PDM and OCWD’s comments to begin the design phase. The Consultant will create construction drawings and technical specifications to implement the preferred option. In general, the design and construction drawings will include, but are not limited to:

- Physical modifications or removal and replacement of any MCC units required to accommodate VFDs or two additional pumps;
- Modifications to the barge piping, controls, and/or surge system to reliably accommodate pumping at water elevations between 240’ and 285’;
- Changes to wiring or additional wiring necessary to add new pumps or VFDs;
- Modifications to the busses and pull sections inside the existing gear;
- PLC programming changes that will be needed to accommodate a change to VFDs or addition of two new pumps;
- Identify changes to P&ID that affects PLC I/O count and resultant modifications that will be required in Wonderware HMI, as well as potential additional system alarms in HMI that may need to be added to the PLC;
- Sizing of an air conditioning system (HVAC) and modifications to the pump station control building and electrical to accommodate the HVAC;
• Any other work that is necessary for the Santiago Pump Station Modifications that is not specifically mentioned above.

The Consultant will perform all necessary design and provide it to OCWD for review. The Consultant will prepare all construction documents and drawings required to complete the preferred modification option. The project will include 65%, 95% and Final design submittals. OCWD will comment after the 65% and 95% submittals and the comments will be addressed in each subsequent submittal. The Consultant will provide AutoCAD files and PDF files of the Final construction drawings to OCWD.

The Consultant will provide support to OCWD during both the bid and construction phases of the project. This will include response to RFIs during bid and construction phases, preparation of addenda to plans and specifications during bid phase, preparation of revisions to plans during construction the construction phase and review of submittals/shop drawings during the construction phase.

The Consultant will provide a comprehensive AutoCAD based set of record drawings upon completion of construction. The record drawings will include red-lined as-built information provided by the contractor and CAD drawn site Civil and Instrumentation & Electrical (I&E) drawings that incorporate red-line changes to the original Santiago Pump Station, Santiago Floating Pump Station, and Santiago Pipeline 66-Valve Replacement Projects. The Consultant will perform a survey of existing relocated facilities and site verification of field wiring to existing appurtenances for incorporation into the site Civil and I&E drawing. Final AutoCAD files and .PDF files will be provided to OCWD by the Consultant.

The following outline describes the anticipated scope of services:

1.0 DESIGN PHASE

  1.1 - Project Management
  1.2 - Hydraulic Investigation and Analysis
  1.3 - Preliminary Design Memorandum
  1.4 - Final Design
      A. 65% Design Submittal
      B. 95% Design Submittal
      C. Final Design Submittal

2.0 BID PHASE

  2.1 - Project Management
  2.2 - Technical Support During Bidding
  2.3 - Prepare any Necessary Project Addenda
3.0 CONSTRUCTION PHASE

3.1 - Project Management
3.2 - Submittal/Shop Drawing Review
3.3 - RFI Response
3.4 - Prepare any Necessary Construction Drawing Revisions
3.5 - Site Survey and Field Verification
3.6 - Record Drawings

1.0 DESIGN PHASE

1.1 Project Management – The Design Consultant shall conduct project management activities to ensure adherence to schedule and budget, as well as documentation of communication between the Design Consultant and OCWD, as required. Coordinate and attend design meetings with OCWD staff such as project kickoff, design submittal reviews, and as needed to review design issues. Provide meeting minutes for each of these meetings. Consultant shall provide biweekly updates of design progress to OCWD.

1.2 Hydraulic Investigation and Analysis – The Design Consultant shall review existing as-built pipeline drawings from the Santiago Pipeline project, Santiago Pump Station Project, and Santiago Floating Pump Station project and develop hydraulic calculations to create system curves for pumping from Santiago Basin to Santiago Creek and/or Burris Basin. The Consultant will use existing pump curves to perform calculations that confirm whether VFDs will work within the system curve. The Consultant will use the system curve to calculate the power needed for smaller pumps to meet OCWD’s needs at water elevations above the operating range of the existing pumps.

1.3 Preliminary Design Memorandum – The Consultant will perform an assessment of the existing pump station, controls, and hydraulics and provide pump station modification recommendations to OCWD.

The Consultant shall obtain and review available information relevant to the project to verify design and construction constraints. The Consultant will prepare a well-defined PDM to establish a design and construction schedule and recommendation of the modification design and construction method that will provide best value to OCWD. Submit the PDM to OCWD for review and approval in accordance with the work schedule.

At a minimum the PDM shall address the following:

1. Preliminary assessment of existing piping and pump station hydraulics.
2. Identify areas where pump station modification is limited or controlled.
3. Identify construction requirements.
4. Revised project schedule.
5. Recommendations on most cost effective and practical methods of design and construction.
6. Construction cost estimate of all modification recommendations.
7. All work required for the final design of preferred pump station modification alternative.
8. List of necessary technical specification sections.

The Consultant shall provide a PDF of the PDM to receive comments from OCWD. After reviewing and incorporating the comments, the Consultant shall provide the final PDM to OCWD as one electronic PDF version.

1.4 Final Design – This task will include preparation of drawings and specifications for each design milestone (65%, 95%, Final).

65% Design Submittal – Prepare plan and profile drawings for the preferred pump station modification method. This submittal will be based on the final PDM and OCWD’s comments. Prepare a construction plan and schedule to be used by the contractor to perform construction activities. Develop a schedule of estimated construction costs. Provide three (3) sets of construction plans on full size (D-size) sheets, three (5) sets of project specifications, and three (3) sets of half-size (11x17) drawings for review. In addition, provide one (1) electronic PDF version of the 65% Design Submittal.

95% Design Submittal – Incorporate revisions from 65% design review and prepare draft 95% plans and specifications. This submittal should include the same deliverables as the 65% design submittal.

Final Design Submittal – Prepare final construction plans, and technical specifications for the project. Modify or assist with modifying the OCWD special provisions, which will be incorporated into the OCWD standard contract documents to complete construction-bidding documents. Provide an engineer’s estimate of probable construction costs. Provide one (1) complete set of signed construction plans and specifications on full size (D-Size) reproducible drawing sheets and on a CD-ROM or flash drive in both an Adobe Acrobat PDF format and in the latest version of AutoCAD dwg format. OCWD will provide duplication of contract documents for advertisement.

2.0 BID PHASE

The Design Consultant shall provide bid phase services including project management, bid support, and addenda preparation. These services are detailed below.

2.1 Project Management – The Design Consultant shall provide an agenda for and attend the pre-bid meeting.

2.2 Technical Support During Bidding – The Design Consultant shall provide bidding support as it pertains to the contract documents and drawings of the structures, equipment and systems. This will include responding to RFIs. Assume 20 RFIs.
2.3 Prepare any Necessary Project Addenda – Any addenda will be prepared, issued, and documented by the design Consultant. Consultant shall assume three (3) addenda for purposes of preparing this proposal.

3.0 CONSTRUCTION PHASE

The Design Consultant shall provide construction phase services including project management, submittal/shop drawing review, response to requests for information, plan revision preparation, and record drawing preparation. These services are detailed below.

3.1 Project Management – Attend construction meetings as needed to support OCWD and OCWD’s construction management Consultant. Assume ten weekly construction meetings throughout construction activities.

3.2 Submittal/Shop Drawing Review – Review contractor submittals for completeness and conformity with the contract documents. Review any deviations or substitutions submitted by the contractor and make recommendations to OCWD. For cost proposal preparation, assume a total of twenty shop drawing reviews.

3.3 RFI Response – Review contractors request for information and prepare responses to the contractor. Prepare any revisions to contract documents necessary to resolve conflicts. For cost proposal preparation, assume a total of twenty RFIs.

3.4 Prepare any Necessary Construction Drawing Revisions – Based upon the RFIs received from the Contractor, it may be necessary for the Consultant to prepare make changes to the construction drawings during construction. Many of these changes could be incorporated into the record drawings. However, some of these changes may necessitate preparation of revised construction drawings. The Contractor shall prepare any plan revisions necessary to complete construction. For cost proposal preparation, assume a total of 2 plan revisions.

3.5 Site Survey and Field Verification – After the completion of the project, the Consultant will provide the services of a qualified surveyor to perform a survey of the completed project site. The survey will include the area in and around the access road to the site from N. Prospect St./Collins Ave to the vaults east of the control building. The survey should extend for 100 feet around the perimeter of this area. The Consultant shall provide the necessary fieldwork to establish control for the survey and shall include all existing features and site appurtenances. The Consultant will also field verify and document all field wiring at the pump station control building, valve vault, valve control buildings, and former valve control buildings building.

3.6 Record Drawings – As appropriate, incorporate OCWD comments and/or revisions to draft documents and finalize all record documents. This will include incorporating changes to the site Civil and I&E drawings based upon red-line changes to the original Santiago Pump Station, Santiago Floating Pump Station, and Santiago Pipeline 66-Valve Replacement Projects. All final record drawings shall be completed
and provided in Mylar format at the end of the project. The Consultant shall provide a CD-ROM or flash drive at the end of the project containing the drawings in both the most recent versions of AutoCAD dwg format and Adobe Acrobat PDF format.

**SCHEDULE**

The proposed project schedule is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>August 23, 2018</td>
</tr>
<tr>
<td>Pre-Proposal Meeting/Site Visit, 10:00 A.M.</td>
<td>September 6, 2018</td>
</tr>
<tr>
<td>Proposals Due, 2:00 P.M.</td>
<td>September 18, 2018</td>
</tr>
<tr>
<td>Award Design</td>
<td>October 17, 2018</td>
</tr>
<tr>
<td>Notice to Proceed for Design</td>
<td>November 5, 2018</td>
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<tr>
<td>Design Kick-Off Meeting</td>
<td>November 7, 2018</td>
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<tr>
<td>PDM Submittal</td>
<td>December 3, 2018</td>
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<tr>
<td>65% Design Submittal</td>
<td>February 1, 2019</td>
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<tr>
<td>95% Design Submittal</td>
<td>March 1, 2019</td>
</tr>
<tr>
<td>Final Design Submittal</td>
<td>March 29, 2019</td>
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<tr>
<td>Advertise for Construction</td>
<td>March 29, 2019</td>
</tr>
<tr>
<td>Award Construction</td>
<td>May 15, 2019</td>
</tr>
<tr>
<td>Notice to Proceed for Construction</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td>Complete Construction</td>
<td>December 31, 2019</td>
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</tbody>
</table>

**ELEMENTS OF PROPOSAL**

Please include the following in your proposal:

1. Cover letter.

2. Project approach and scope of work.

3. Description of firm and project team description (with resumes at the back of the proposal), emphasizing experience and capabilities of designated project manager, project engineers, and support staff related to the outlined scope of work. Indicate the percentage of time each member will contribute to the project. Provide an organizational chart showing the proposed staff for these services that illustrates the relationship between OCWD, the proposed project manager, key personnel, and sub-Consultants. The Consultant shall also include the home office and location of each project team member. Include and describe all sub-Consultant services you believe are necessary.

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

5. Description of the project team’s past record of performance on similar projects for which your firm has provided services. Also include client references that may be contacted by OCWD.
6. Project schedule with milestones and completion deadlines, modifying the proposed schedule herein, based on your project approach and experience.

7. A statement that you have read and can execute the District’s standard professional services contract and can comply with the insurance requirements.

8. Fee proposal submitted in a separate sealed envelope. The fee proposal shall show estimated hours and cost for each task and subtask, including meeting obligations. The fee proposal shall be based on services provided on an hourly-rate basis, with a total not-to-exceed fee. Provide a rate schedule for proposed services.

The proposal is limited to ten (10) pages, exclusive of cover letter, resumes, and preprinted materials.

Interested firms should submit six (6) hard copies, one (1) electronic PDF of their proposal and one (1) sealed fee proposal on or before September 18, 2018 at 2:00 pm. Proposal should be mailed or delivered to:

Delivered: Orange County Water District
Attn: Ryan Bouley, P.E.
18700 Ward Street
Fountain Valley, CA 92708

Mailed: Orange County Water District
Attn: Ryan Bouley, P.E.
P.O. Box 8300
Fountain Valley, CA 92728-8300

SELECTION PROCESS

Selection of the Consultant will be based on the proposal contents, prior experience of the firm, and specific experience and capabilities of the designated project manager and support staff. The firm, and in particular the project manager, must be fully capable in all areas outlined under the scope of work above. Key personnel shall have the professional license(s) issued by the State of California as required for these services. Based upon this information, OCWD staff will recommend a firm to OCWD’s Board of Directors for award of contract. The selected firm must be able to begin work immediately upon award of contract and must be able to maintain the required level of effort to meet the proposed schedule.

The evaluation criteria listed in the OCWD Proposal Evaluation Form (Exhibit B) will be used to evaluate each Consultant. Depending on the response to the RFP, oral interviews may or may not be a part of the selection process.
PRE-SUBMITTAL ACTIVITIES

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) 378-8207
Fax: (714) 378-3370
Attn: Ryan Bouley, P.E.
rbouley@ocwd.com

Pre-Proposal Meeting and Site Visit

A pre-proposal meeting and site visit will be held on Thursday, September 6, 2018. Attendance at the pre-proposal meeting is NOT mandatory. The meeting will begin at 10:00 A.M. at OCWD’s Field Headquarters located at:

4060 East La Palma
Anaheim, CA 92807

The pre-proposal meeting will be followed by a site visit which will end at approximately 12:00 P.M. Please contact Ryan Bouley with any questions regarding the pre-proposal meeting.

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 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.

SPECIAL CONDITIONS

Reservations

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

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

Right to Cancel

The District reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, the District will notify proposers on the RFP revision distribution list in writing.

Additional Information

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

Public Information

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

Professional Services Agreement

The selected Consultant will be required to sign the District’s Professional Services Agreement and to provide the Insurance Certificates and all other required documentation within 10 calendar days of notice of award. Exhibit A includes a DRAFT (subject to change) of the District’s Professional Services Agreement.

Insurance Requirements

The minimum insurance requirements are: $2M ($4M aggregate) for Commercial General Liability insurance, $1M for Automobile Liability insurance (including Additional Insured endorsement for both General Liability and Automobile Liability insurance) $1M for Workers’ Compensation insurance (including Waiver of Subrogation endorsement for Workers’ Comp) and $2M for Professional Liability (Errors and Omissions) insurance.

Equal Employment Opportunity and Affirmative Action Requirements

The Proposers shall provide a Statement of Equal Employment Opportunity/Affirmative Action. The Consultant and each subcontractor shall not discriminate in the employment of persons on the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or sex of such persons except as permitted by
Section 12940 of the California Government Code. The Consultant is expected to maintain policies similar to those of the District regarding equal employment opportunities and affirmative action as set forth in the OCWD’s Administrative Policies.
EXHIBIT A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

(DRAFT)
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., 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:

Telephone: ***
Facsimile No.: ***

Attention: ***
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
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 (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.

2.2.1 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.

2.2.2 Except as set forth in subdivision 2.2.3 or 2.2.4, 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.

2.2.3 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(c). If Contractor is a “design professional” within the meaning of Section 2782.8(c), 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. 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 2.2.3, 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.

2.2.4 The provisions of this subdivision 2.2.4 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 2.2.2 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: Orange County Water District
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 $***.
**ORANGE COUNTY WATER DISTRICT PROPOSAL EVALUATION FORM**

**Project:** Santiago Pump Station Modifications Project

**Proposing Firm:** ___________________________  **Reviewer:** ___________________________

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**Scoring:**

100 = Excellent  
80 = Above Average  
60 = Average  
40 = Below Average  
20 = Poor