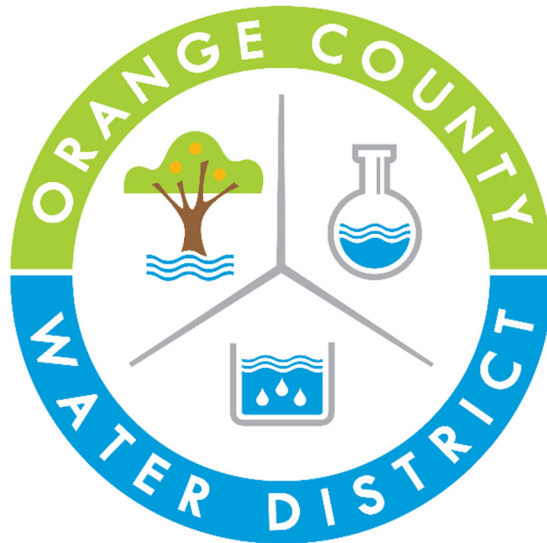


ORANGE COUNTY WATER DISTRICT

**REQUEST FOR QUALIFICATIONS
RFQ-25-002
FOR**

ON-CALL REGULATORY COMPLIANCE SUPPORT SERVICES

ISSUED: Wednesday, July 22, 2026



Statement of Qualifications DUE:

Thursday, August 20, 2026 at 12:00PM PT

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List of Exhibits:

- Exhibit A: Rate Sheet
- Exhibit B: Evaluation Criteria
- Exhibit C: Services Agreement
- Exhibit D: Sample Work Order Authorization

List of Attachments:

- Attachment No.1: RFQ Submittal Checklist

The Orange County Water District (“OCWD” or District) is seeking statement of qualifications (SOQ) from qualified firms with experience and expertise in providing regulatory compliance support services. OCWD is seeking SOQs from firms that are qualified in providing professional services related to the District’s requirements to comply with mandatory regulatory compliance measures. Unless terminated earlier as set forth in this Agreement, the services shall be for a three-year agreement with an option to renew for two additional years.

This Request for Qualifications (RFQ) describes the anticipated scope of services, consultant selection process, and the minimum information that must be included in the SOQs. Respondents are encouraged to carefully review this RFQ in its entirety prior to submitting their SOQs. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification.

1 INTRODUCTION

The OCWD is an internationally recognized leader in the water industry that was formed in 1933 by the California State Legislature which entrusted OCWD to guard and protect the region’s groundwater basin and limited water supply. OCWD’s mission is to provide a reliable supply of high-quality water that is sourced in an environmentally responsible manner to the more than 2.5 million residents and businesses within the 270 square mile service area of Orange County, California that OCWD serves. OCWD manages three of Southern California’s greatest water supplies, this includes protecting rights to the Santa Ana River, managing and replenishing the Orange County Groundwater Basin, and operating and maintaining the Groundwater Replenishment System (GWRS), the world’s largest advanced water purification system for potable water reuse. More information regarding the OCWD can be found at www.ocwd.com.

2 SOLICITATION SCHEDULE

The solicitation schedule is summarized in the table below. OCWD reserves the right to modify the schedule below at its discretion. Proper notification changes will be made to interested respondents.

RFQ Issued	Wednesday, July 22, 2026
Questions Due Date	Tuesday, August 4, 2026 by 12:00PM PT
Statement of Qualifications Due	Thursday, August 20, 2026 at 12:00PM PT
Interviews, if necessary	Week of September 7, 2026
Agreement Award Date:	September - October 2026

2.1 MANDATORY PRE-QUALIFICATION MEETING

There will be no mandatory pre-qualification meeting held.

2.2 QUESTIONS CONCERNING REQUEST FOR QUALIFICATIONS

All questions regarding the RFQ must be submitted in writing before the deadline due date of Tuesday, August 4, 2026 by 12:00PM PT. All questions must be titled "Question – RFQ-25-002 On-Call Regulatory Compliance Support Services". Responses to questions received from prospective respondents will be formally documented in a Question and Answer (Q&A) table that will be posted on the OCWD website: <https://www.ocwd.com/working-with-us/rfp-contracts/>. The Q&A table will be updated regularly as questions are received from prospective respondents. Questions received after the questions due date will not be considered.

Attention: Marcus Villalobos, Buyer
Email: procurement@ocwd.com

2.3 DEADLINE FOR STATEMENT OF QUALIFICATIONS

Three (3) hard copies and one (1) electronic flash drive copy of the SOQs must be received in a sealed envelope by OCWD no later than Thursday, August 20, 2026 at 12:00PM PT or such later time that OCWD may announce by an addendum at any time prior to the SOQ deadline. The envelope shall be plainly marked on the exterior "SOQ for RFQ-25-002 ON-CALL REGULATORY COMPLIANCE SUPPORT SERVICES" and with the name, company name, and address of the respondent.

SOQs must be mailed or delivered in person or via courier services at the District office listed below. FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED. To deliver submittal packages in person or via courier, please notify the guard at the main gate for qualification drop off. Sealed envelopes will be timestamped upon receipt at the receptionist desk.

Orange County Water District
Administration Office Building
Attention: Marcus Villalobos, Buyer
Address: 18700 Ward Street
Fountain Valley, CA 92708

It is the Respondent's responsibility to ensure that SOQs are received before the submittal deadline. SOQ packages should also include all signed Acknowledgment of Addendum forms that may be issued by OCWD as part of this RFQ process, as further described below. SOQs received after the deadline will not be considered under any circumstances. The OCWD will not be responsible for the proper identification and handling of any SOQs submitted incorrectly. Only responses properly submitted to OCWD will be considered. OCWD reserves the right to reject any and/or all responses received. There will be no formal opening of the SOQs.

2.4 PRE-SUBMITTAL ACTIVITIES

The District reserves the right to revise the RFQ prior to the date the SOQs are due.

Addendums to the RFQ shall be posted on the OCWD website:

<https://www.ocwd.com/working-with-us/rfp-contracts/> for all interested Respondents. The District reserves the right to extend the date by which the SOQs are due.

3 PROJECT BACKGROUND AND DESCRIPTION

OCWD maintains a number of regulatory obligations that are derived primarily from existing permits and mitigation measures for facilities and activities located throughout the District's service area. These regulatory compliance obligations include certain tasks that District staff perform, such as monitoring for sensitive status wildlife species and habitat. Other regulatory compliance obligations, such as archeological construction monitoring, are outside of the scope of work that District staff are qualified to perform, necessitating the need for the use of consulting firms for these work efforts. Additionally, recent and pending changes to the regulatory environment have the potential to affect District permit requirements in the future. Accordingly, the District has identified a need for specialized work efforts to better understand and plan for shifting regulatory requirements as well as to implement required activities.

4 SCOPE OF SERVICES

The District desires to enter into three-year term agreements with up to five consulting firms possessing the necessary expertise. At the end of the three-year period, the District's Board of Directors may consider extending the contracts for two additional one-year extensions. This RFQ allows the District to seek competitive SOQs for individual work efforts as they arise. When a particular project arises that requires environmental analysis support, District staff may send a detailed scope of work to consultants and receive proposals and proposed fees from the firms. This would allow the District to receive competitive proposals over the period of the proposed agreements.

The District utilizes in-house expertise to manage certain aspects of regulatory compliance. The scope of work for this RFQ relates to regulatory compliance services that the District needs assistance with due factors such as the need for specialized technical expertise or mandatory professional requirements. Actual services may or may not occur depending upon if and when the projects or activities are ready.

In general terms, the types of services that could be requested, but are not limited to the following:

1. Regulatory permitting and agency coordination
2. Biological, cultural, paleontological, and tribal resource monitoring

3. Wetland and stream assessments
4. Habitat restoration and mitigation planning
5. Construction compliance monitoring and reporting (biological and archeological, etc)
6. Water quality and environmental technical studies
7. Environmental data collection (including emergency monitoring), GIS support, mapping, and analysis
8. Watershed, climate resiliency, and natural resources planning support
9. Environmental review and technical support for recharge, flood control, sediment management, and infrastructure projects
10. Environmental compliance support associated with District operations and maintenance activities

4.1 WORK ORDER AUTHORIZATIONS

For each project task that arises a work order request will be solicited by the District representative indicating the services required for the project task. Each project task will be initiated by a District work order authorization, **Exhibit D, Sample Work Order Authorization**, which shall be itemized to include the selected firm's proposals, any or all labor rate(s) and service(s) in accordance with the rates that are provided in **Exhibit A, Rate Sheet**.

The proposal for each work order authorization request shall include a description of the anticipated method of billing for services performed, with provisions for monthly billing that will include itemized accounting of hours of authorized personnel, hourly rates, and percent completion for each project task identified. A project schedule shall also be included to track project costs on a resource loaded schedule.

5 GENERAL INFORMATION

The District expects the selected firm to provide quality service in accordance with industry standards. The firm must demonstrate experience with the type of anticipated work and must have the ability to perform all services in a timely manner upon the request(s) from the District or the District's authorized representative. All work shall comply with the requirements of federal, state, and local laws, and District requirements. Acceptable performance standards include, but are not limited to, dependability, contractor safety, demonstrated experience with anticipated work with the ability to perform all anticipated services in a timely manner upon receipt of request, expertise in

preparing documents and analyses related to the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).

5.1 MINIMUM QUALIFICATIONS

The selected firm is required to have at minimum the following qualifications:

- Firm must employ qualified staff with expertise in regulatory support services in at least one of the services identified in Section 4.
- Experience with projects involving at least one of the following components: groundwater recharge, remediation, water distribution, and/or water treatment.
- Firm must have a strong understanding of local, state, and federal environmental regulations related to environmental compliance;

6 ELEMENTS OF STATEMENT OF QUALIFICATIONS

To provide a degree of consistency in the review of the written SOQs, firms are requested to include the following content in their SOQs. The information requested below will be used to evaluate each SOQ based on the evaluation criteria outlined in this RFQ. SOQs may be deemed nonresponsive if they do not respond to all areas specified below.

SOQs shall be prepared simply and economically, providing a straightforward and concise description of how the SOQ has satisfied all the requirements of this RFQ. Emphasis shall be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Excessive or irrelevant materials will not be favorably received.

The following subsections describe the contents required in the SOQs. The SOQs shall be of such scope and depth to sufficiently describe and demonstrate the respondent's understanding of and approach to the projects.

Please include the following in your SOQs:

6.1 TITLE PAGE

The respondent should identify the RFQ title, name and title of the firm's contact person, address, telephone number, email address, and date of SOQs submission.

6.2 COVER LETTER

A principal of the firm authorized to commit the firm to the requirements of the RFQ must sign the cover letter. The letter should identify a contact person (name, e-mail address, and phone number) for future communication during the selection process. And shall also discuss the Respondent's commitment to providing high quality services, describe the firm's understanding and approach to the services, and its ability to perform the

requirements of this RFQ. Include a brief background of the firm including history, types of services provided, number of employees, number of offices and locations with staff size and disciplines, and any other relevant information that may be useful in determining the firm's SOQs to provide the services described in this RFQ.

6.3 TABLE OF CONTENTS

The table of contents should include a clear and complete identification by section and page number of the submitted materials.

6.4 PROJECT OVERVIEW AND APPROACH

Present a narrative overview of the Respondent's understanding of the RFQ requirements and the overall approach and technical plan for accomplishing the work assignments. Also discuss at a minimum the following:

- Approach to assignment of work within the firm and how team members will conduct tasks and prepare anticipated deliverables,
- Describe the Respondent's approach to quality assurance and control, as well as any performance guarantees,
- Identify current and reasonably foreseeable actual and possible constraints, problems, and/or issues that could hinder the execution of services under the contract, and suggest approaches to resolving or managing these constraints, problems, and/or issues.
- Capability under current workload to perform the work specified herein. Factors to be considered include, but may not be limited to, number of qualified staff allocated to assigned projects, availability of key personnel and support staff;
- Anticipated response times after notification of work assignments by OCWD.

6.5 PROJECT TEAM AND QUALIFICATIONS

Provide an organizational chart that describes the structure of the project team, including any subconsultants. The project team description shall identify the following:

- (i) The Project Manager,
- (ii) Project team description (with resumes);
- (iii) The names of key personnel that will be available to provide regulatory support services,
- (iv) The role and expertise of each key personnel, and

Provide a description of the experience, SOQs including required licenses and certifications, area of expertise or specialization, and availability (including current workload) of the project team members, including subconsultants/subcontractors, if any. Describe other project commitments by project team members and the anticipated level of involvement of each team member based on the abilities and expertise required for the type of work desired.

Provide the resumes of all members of the project team, including subconsultants/subcontractors, as an appendix. Each resume shall not exceed three (3) pages and shall include name and title, education, years with the company, licenses and certifications (issue and expiration dates), home office location, relevant experience within at least the last five (5) years, and other required SOQs discussed in this RFQ.

The identified Project Manager will be OCWD's main point of contact for all assigned projects for the duration of the Agreement. The SOQs shall include the Project Manager's contact information, including phone and e-mail address.

Once an Agreement has been executed, the Consultant must request approval of the District in advance of any new personnel being assigned to the project. The District reserves the right to reject or remove personnel performing services at any time for the duration of the Agreement.

6.6 EXPERIENCE AND RECORD OF PAST PERFORMANCE.

Provide a minimum of three (3) references from other municipal, city, or county governmental agencies for which the company is currently providing ON-CALL REGULATORY COMPLIANCE SUPPORT SERVICES. Indicate the scope of work, date, and the name, email address, and telephone number of the client contact. Ongoing projects currently being performed by the respondent also may be submitted for consideration. The District at its discretion may contact the references for additional information. Failure to provide accurate contact information may be cause for rejection of the SOQ as being nonresponsive.

6.7 ADDITIONAL SERVICES

Include any comments, suggestions, or additions the Respondent may have regarding the scope of work or any other aspects of the work that the Respondent feels would be helpful to OCWD in selecting a firm for the services described in the RFQ. Identify the potential impact(s) or benefit(s) that these recommendations would have if accepted by OCWD. Tasks above the minimum to complete the work described herein shall be clearly identified as "optional" in the SOQs.

6.8 RATE SHEET

The rate sheet shall indicate hourly rates that will remain in effect for the duration of the entire Agreement unless otherwise specified and approved by OCWD. The rate sheet

shall be in a format structure similar to Exhibit A, attached at the end of this RFQ, and shall include the following:

- Hourly rates for key project team members shall apply for a 12-month period beginning upon execution of the Agreement between OCWD and the awarded firm. At the conclusion of each 12-month period during the Agreement term, the firm may adjust the hourly rates based on a Consumer Price Index (CPI) factor. These anticipated rate adjustments shall be reflected in the rate sheet. OCWD will not pay for any markup for subconsultants, subcontractors, equipment, etc.
- Fully loaded hourly billing rates – All direct, capital, and reimbursable expenses, including but not limited to travel and transportation costs, meals, lodging, office equipment and supplies, administrative and communications fees, etc., must be built into the hourly rates. Therefore, the District shall not pay Consultant nor its subconsultants/ subcontractors for any direct or reimbursable expenses incurred for implementation of the scope of services described herein.
- The rates and fees for proposed optional tasks, if any, shall be presented in a separate table to differentiate from the baseline Scope of Work.

The SOQ shall also include a description of the anticipated method of billing for services performed, with provisions for monthly billing that will include itemized accounting of hours of personnel, hourly rates, and percent completion for each task identified. A project schedule shall be included with the invoice to track project costs on a resource loaded schedule.

6.9 OCWD STANDARD AGREEMENT

Proposers shall provide a statement that the Proposer accepts OCWD's form of Services Agreement attached hereto as **Exhibit C**. Proposers responding to this RFQ must be prepared to proceed with the Services Agreement in the form provided. Failure to comply with this requirement may result in the Proposer being disqualified and excluded from future procurement where applicable. The Services Agreement shall be executed by the Proposer within ten (10) calendar days of receipt of OCWD's Notice of Award to Proposer.

6.9.1 STATEMENT OF INSURANCE COMPLIANCE

Respondent shall provide a statement that it will meet the insurance requirements that are listed in the Services Agreement, attached hereto as **Exhibit C**. OCWD will request the insurance forms and associated documentation when OCWD provides notice that the Services Agreement is awarded.

6.10 BILLING

At a minimum, the invoice for services shall include the Purchase Order Number, Agreement Number, and the itemized summary of each authorized project task along with

the names of persons, their job titles, the hours worked, and hourly billing rates. OCWD will provide reporting requirements to the selected firm, and the selected firm shall prepare invoices that comply with the requirements. Failure to satisfy the reporting requirements may result in rejection, payment delay, or short pay of the invoices submitted to OCWD for payment.

6.11 CONFLICT OF INTEREST

Provide a statement that the respondent, individuals employed by the respondent, or firms employed by or associated with the respondent, do not have a conflict of interest with the Project. The respondent shall exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest and shall include, but is not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District. If a potential conflict of interest is identified in any form, the Respondent shall inform the District immediately. Respondents are subject to disqualification on the basis of a conflict of interest as determined by OCWD. By submitting a SOQs you are stating you do not have a conflict of interest with the Project.

6.12 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS

The Respondents shall provide a Statement of Equal Employment Opportunity/Affirmative Action. The selected contractor 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 selected contractor is expected to maintain policies similar to those of the District regarding equal employment opportunities and affirmative action as set forth in the District's Administrative Policies.

7 PROPOSAL SUBMISSION REQUIREMENTS

7.1 SOQ FORMAT

The SOQ shall be limited to one PDF file with no more than 20 single-pages in 8.5" x 11" length. This does not include the title page, table of contents, cover letter, appendices, dividers, or résumés. All files shall be bookmarked and in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 8.0 (at a minimum).

7.2 SOQ PREPARATION COSTS

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of SOQs. Firms responding to this RFQ will be solely responsible for all costs and expenses incurred during the selection process.

8 SELECTION PROCESS

All responsive SOQs will be evaluated by a selection committee formed by the District. The SOQs shall be of such scope and depth to sufficiently describe and demonstrate the respondent's understanding, approach, and SOQs to successfully complete the scope of services described herein. The District will also be looking for assurances that the consultant has the staff and capabilities to quickly respond to District requests. Submittal of incomplete or vague responses to any section or subsection of this RFQ may result in rejection of the SOQs. SOQs will be evaluated, scored, and ranked based on the criteria specified in the table below. The evaluation criteria listed in the OCWD SOQ Evaluation Form (**Exhibit B**) will be used to evaluate each respondent.

Item No.	Criteria for SOQ Evaluations	Maximum Points
1	Experience of Firm and Qualifications of Project Team	30
2	Organizational Support Resources	20
3	Record of Success on Recent Similar Projects (including record of past performance in delivering similar services)	30
4	Billing Rates	20
TOTAL POINTS:		100

The District reserves the right to award the Agreement to the firms that presents its SOQ, which in the judgment of the District, best accomplishes the desired results based upon this information, OCWD staff will recommend a firm to OCWD's Board of Directors for award of the Agreement. The selected firm must be able to begin work immediately upon award of Agreement and must be able to maintain the required level of effort to meet the proposed schedule.

9 SPECIAL CONDITIONS

9.1 RESERVATIONS

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

9.2 PUBLIC RECORDS

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

9.3 RIGHT TO CANCEL

The District reserves the right to cancel, for any or no reason, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal

requirements. If the District cancels or revises the RFQ, the District will notify all the respondents in writing via email.

9.4 ADDITIONAL INFORMATION

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

9.5 PUBLIC INFORMATION

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

EXHIBITS

EXHIBIT A

RATE SHEET

EXHIBIT A – SAMPLE RATE SHEET

Labor Category	Rate	Personnel Classification
Principal	\$178.61	M1, M2, M3
Expert Engineer	\$154.44	P6, P7, P8
Senior Engineer	\$110.32	P3, P4, P5
Engineer	94.56	P1, P2
Senior Project Manager	\$152.34	P7, P8, M1
Project Manager	\$131.33	P4, P5, P6
Expert Geologist/Scientist	\$144.99	P6, P7, P8
Senior Geologist/Scientist	\$105.06	P3, P4, P5
Geologist/Scientist	\$84.05	P1, P2
Senior Technician	\$70.39	T4, T5, T6
Technician	\$54.63	T1, T2, T3
Laboratory Program Manager	\$99.81	P4
Senior CADD Operator	\$84.05	T4, T5, T6
CADD Operator	\$73.54	T1, T2, T3
Senior Administrative Assistant	\$54.63	A3, A4, A5
Administrative Assistant	\$50.43	A1, A2

Materials and Equipment	Current Markup	Proposed Markup
Proposed Markup On Subcontracts	5%	5%
Proposed Markup On Expenses	0	0
Proposed Markup On Equipment	5%	5%
Proposed Markup On Consumables	0	0
Proposed Markup On Laboratory	5%	5%
Communications	4%	0

Assumptions – (1) Hourly rates shown are good for the calendar year and are subject to an annual escalation of 2.5% effective January 1 of each year. (2) Overtime is compensable at straight hourly rates, except for non-exempt employees, for which overtime will be charged at 1.5 times the rates shown.

Personnel Classification	Years of Experience	Degrees	Other Credentials and Qualifications
P1	0 - 2	BA/BS	
P2	2 - 4	BA/BS	Masters, Doctorate = 2 yrs exp.
P3	4 - 6	BA/MS	Masters, Doctorate = 2 yrs exp.
P4	6 - 8	BS/MS/PhD	Registration/certification
P5	8 - 10	BS/MS/PhD	Registration/certification
P6	10 - 12	BS/MS/PhD	Registration/certification
P7	12 - 15	BS/MS/PhD	Registration/certification
P8	15+	BS/MS/PhD	Registration/certification
M1	7 - 10	BS/MS/PhD	Registration possible
M2	10 - 12	BS/MS/PhD	Registration possible
M3	12+	BS/MS/PhD	Registration possible
A1, A2	0 - 5	High school diploma	
A3, A4, A5	5 - 10+	High school diploma	
T1, T2	0 - 5	High school diploma	OSHA, DOT, other training
T3	5 - 8	High school diploma, BA/BS	OSHA, DOT, other training
T4, T5	8 - 10+	High school diploma, BA/BS	OSHA, DOT, other training

EXHIBIT B

EVALUATION CRITERIA

ORANGE COUNTY WATER DISTRICT PROPOSAL EVALUATION FORM

Project: RFQ-25-002 for ON-CALL REGULATORY COMPLIANCE SUPPORT SERVICES

Respondent Firm: _____

Reviewer: _____

	Criteria	Weighting (%)	Score (1-5)	Weighted Score	Comments
1	Experience of Firm and Qualifications of Project Team	30			
2	Organizational Support Resources	20			
3	Record of Success on Recent Similar Projects (including records of past performance in delivering similar services)	30			
4	Billing Rates	20			
	Total	100			

Scoring:

- 5 = Excellent
- 4 = Above Average
- 3 = Average
- 2 = Below Average
- 1 = Poor

EXHIBIT C

SERVICES AGREEMENT

AGREEMENT NO. ***

with

for

This Agreement (the "Agreement") was approved by the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and operating under the laws of the State of California (hereinafter "OCWD") on _____, and is by and between OCWD and *** ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) This Agreement is effective as of the date it is fully executed by both Parties and Contractor has delivered a duly executed counterpart hereof to the OCWD (the "Effective Date").

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 the Effective Date or _____, *** _____, whichever is later ("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.3. | Part III | Special 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: _____
John C. Kennedy, General Manager

By: _____

Title: _____

By: _____
Denis Bilodeau, Board President

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM:

Contractor Information:

RUTAN & TUCKER, LLP

Address for Notices and Payments:

By: _____
Jeremy N. Jungreis, General Counsel

Attention: ***

Telephone: ***

Email.: ***

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.

2.1.1. Insurance Required. 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. All insurance coverages and policies required of Contractor for this Agreement are subject to acceptance and approval by OCWD.

Contractor shall not commence work under this Agreement until it has obtained the insurance required hereunder in a company or companies having an A.M. Best rating of A:VII and acceptable to the OCWD nor shall the Contractor allow any subcontractor to commence work on its subcontract until all insurance required herein of the Contractor has been obtained by such subcontractor. The Contractor shall at the time of the execution of the Agreement present certificate(s) of insurance evidencing the coverage required by this Agreement.

All of the insurance shall be provided on policy forms and through companies satisfactory to the OCWD. The OCWD reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the insurance requirements is a material breach of contract.

2.1.2. Required Policies. The Contractor shall procure and maintain for the duration of the Agreement, and for five (5) years thereafter, insurance against claims for injuries, diseases, or death to persons or damages to property which thereafter may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:

(a) *General Liability – Commercial General Liability (CGL) – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)* including products and completed operations, mobile equipment, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the OCWD or the general 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 in OCWD's sole discretion.

(b) *Automobile Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01)* covering Symbol 1 (Any Auto) and any mobile equipment used for the work pursuant to this Agreement, or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned), with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

(c) *Workers' Compensation Insurance* – The Contractor shall provide Workers' Compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000 disease policy limit and one million dollars (\$1,000,000) disease each employee. This policies shall be endorsed to waive all rights of subrogation against OCWD, and its officers, officials, employees, agents, representatives and volunteers (collectively "OCWD and OCWD Personnel"), excluding professional liability.

Contractor hereby certifies that it 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 it 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, in which event no Worker's Compensation Insurance shall be required by this Agreement. OCWD and OCWD Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

(d) *Professional Liability Insurance* – for any and all professional services provided pursuant to this Agreement, Contractor shall maintain Professional Liability Insurance appropriate to Contractor's profession covering wrongful acts, negligent actions, errors, and omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. This requirement does not apply if the work provided pursuant to this Agreement does not involve the provision of professional services.

(e) *Cyber Liability Insurance* – for any and all information technology services, with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(f) *Other Insurance* – Other insurance policies and coverage if included in Part III, Special Provisions.

2.1.3. Policy Contents. The policies required above shall contain or be endorsed to contain the following:

(a) *Additional Insured Status* – The General Commercial Liability, Automobile Liability, and Professional Liability policies required above, shall be endorsed to provide that the OCWD and OCWD Personnel are to be given insured status (at least as broad as ISO Form CG 20 10 10 01) with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. There shall be no special limitations on the scope of protection provided to OCWD and OCWD Personnel. This required status shall be provided in the form of a separate endorsement to the Contractor's insurance.

(b) *Primary Coverage* – For any claims related to work performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to the OCWD, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the OCWD, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) *Separate Application* – The policies required by this Agreement 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.

(d) *Notices of Changes or Cancellation* – Policies 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.

2.1.4. Deductibles and Self-Insured Retentions. Insurance deductibles or self-insured retentions must be declared by the Contractor and approved by the OCWD. At the election of the OCWD, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions with respect to the OCWD, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the OCWD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the OCWD.

2.1.5. Verification of Coverage, Evidence of Insurance. The Contractor shall furnish the OCWD with copies of certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements shall contain the name and number of this Agreement, and are to be received and approved by the OCWD before work commences. However, failure to obtain the required documents prior to the working beginning shall not waive the Contractor's obligation to provide them. The OCWD reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

2.1.6. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us). The Contractor hereby waives all rights of subrogation under this Agreement, and shall obtain endorsements necessary to affect this Waiver of Subrogation in favor of the OCWD, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the OCWD; this provision

applies regardless of whether or not the OCWD has received a Waiver of Subrogation from the insurer.

2.1.7. Continuation of Coverage. Contractor shall, upon demand of the OCWD deliver evidence of coverage showing continuation of coverage for at least five (5) years after termination of this Agreement. When any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including required endorsements and waivers of subrogation to OCWD at least ten (10) days prior to the expiration date.

2.1.8. Subcontractors. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13), and to include the foregoing insurance requirements in favor of OCWD in the contract between Contractor and the subcontractor. The Contractor shall, upon demand of OCWD, and in all events prior to permitting the subcontractor to perform any work subject to this Agreement, deliver to the OCWD copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

2.1.9. Other Policies. At the time of contract document preparation, efforts were made to include all known insurance requirements which would take place during the contract. It is possible additional insurance requirements may be made by another agency or government entity to provide additional insurance not included here. At the direction of the agency/entity, the Contractor shall comply and satisfy the additional insurance requirements.

2.2 Indemnification. The parties mutually acknowledge that OCWD has retained Contractor to perform the tasks and services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the 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 active or 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 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 to the extent the Claim arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor's performance of any task or service for or on behalf of OCWD under this Agreement. Such obligations to defend, hold harmless and indemnify OCWD or any OCWD Personnel shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of OCWD or such OCWD Personnel. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.2, 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.

2.3 Survival. The provisions of this Section 2 shall survive termination of the Agreement.

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 prior 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 for the costs OCWD incurs in completion of the services required hereunder, including, but not limited to, costs incurred by OCWD in retaining a replacement Contractor, and similar expenses and costs, and including increased staff time costs incurred by OCWD.

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.

3.19 Prevailing Wage Compliance. Contractor acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws where they apply to the work performed pursuant to this Agreement, including, but not limited to the prevailing wage and related requirements set forth in this Section 3.19. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

The Contractor attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

Contractor hereby expressly acknowledges and agrees that OCWD has never previously affirmatively represented to Contractor, its employees or agents in writing or otherwise that the services performed under this Agreement are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the work performed pursuant to this Agreement, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, OCWD will enforce all penalties required by law for Contractor's failure to pay prevailing wages.

Contractor shall comply with all applicable laws and regulations related to the payment of prevailing wages for the work performed hereunder, including but not limited to Sections 1720 et seq. and 1770 et seq. of the Labor Code, and interpreting case law and regulations. Contractor is independently responsible for reviewing and complying with all such laws (and every other law applicable to the Agreement). The requirements indicated in this Section 3.19 are duplicative, and not additive to California law, and shall not apply to any work not subject to the indicated State laws.

Without limiting the foregoing, in accordance with Sections 1773 and 1773.2 of the Labor Code, the OCWD has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Copies of the prevailing rates of wages are maintained with the OCWD's principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

Pursuant to Labor Code Section 1775, it is hereby stipulated that Contractor shall, as a penalty to OCWD, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the work by Contractor or any sub-consultant or subcontractor.

Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Contractor in connection with this Agreement.

Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

Pursuant to Labor Code Section 1813, it is stipulated hereby that Contractor shall, as a penalty to OCWD, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

Pursuant to Labor Code Section 1725.5 and 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

In accordance with Labor Code Sections 1860, 1861, and 3700, Contractor and every subcontractor is required the secure payment of compensation to all employees. By signing this Agreement, Contractor provides the following certification: "I am aware of the

provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

To the fullest extent permitted by law, Section 2.2, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Contractor or any party performing the work of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Contractor or any party performing the work to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

SECTION FOUR: MISCELLANEOUS PROVISIONS

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

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

To OCWD	Orange County Water District
<u>Representative:</u>	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.

4.8 OCWD Contract Management Authority. The OCWD General Manager (or his or her duly authorized representative) shall have the authority to make approvals, issue interpretations, execute documents to implement or clarify this Agreement, waive provisions, and/or enter into certain amendments of this Agreement on behalf of OCWD so long as such actions do not result in any of the following: (a) an increase in the Budget set forth in Part V hereto, (b) a decrease in the scope of services without a corresponding reduction in the Budget, or (c) an increase in the risk of liability to OCWD. Such approvals, interpretations, waivers and/or amendments may include extensions of time to perform.

PART III
SPECIAL PROVISIONS

SAMPLE

PART IV
SCOPE OF SERVICES

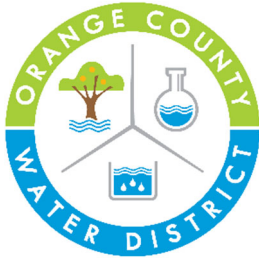
SAMPLE

PART V
BUDGET

OCWD shall compensate Contractor in accordance with the below for a not-to-exceed fee of \$***.00.

EXHIBIT D

**SAMPLE WORK ORDER
AUTHORIZATION**



WORK ORDER AUTHORIZATION

TO: VENDOR NAME
ADDRESS
CITY, STATE, ZIP
Attention: NAME OF VENDOR CONTACT
EMAIL: EMAIL ADDRESS OF VENDOR

FROM: NAME OF PROJECT MANAGER
Project Manager

DATE: DATE

WORK DESCRIPTION: Work Order No. XX to Agreement No. XXXX

- ENTER DESCRIPTION OF WORK (e.g. Emergency Repair for RO Permeate Line West of MF West)

COST ESTIMATE: Per email from Project Manager (or Vendor's Proposal) dated MONTH, DATE, YEAR

- Work Order has an estimated value of \$XXX.XX

DATE REQUIRED:

- Repair scheduled by Project Manager [or us Work to be scheduled by OCWD Project Manager]

REQUESTED BY:

Fernando Almario, P.E.

Date

APPROVED:

Chris Olson, P.E.

Date

Ryan Bouley, P.E.

Date

ACCOUNT NO. _____

ATTACHMENT NO.1

Request for Qualifications (RFQ) Submittal Checklist

The following submittals shall be completed and submitted with each Respondent package (see table below for the “Required Submittal Checklist.”). This table has been provided as a convenience for respondents to use as a reference only. Ultimately, it is the Respondent’s sole responsibility to ensure that their SOQ complies with all requirements of the RFQ and all the required submittals are included in the SOQ package before it is formally submitted to OCWD. Proposals may be deemed nonresponsive if they do not respond to all areas specified in the RFQ.

Item No.	Required Submittal Checklist	Check (√)
1	Signed Proposal package including:	
2	Title Page	
3	Cover Letter	
4	Table of Contents	
5	Project Overview and Approach	
6	Project Team and Qualifications	
7	Experience and Record of Past Performance	
8	Additional Services	
9	Rate Sheet	
10	OCWD Standard Agreement: • A statement accepting the requirements stated in Section 6.9 of the RFQ.	
11	Statement of Insurance Compliance • A statement accepting the requirements stated in Section 6.9.1 of the RFQ.	
12	Billing • A statement accepting the requirements stated in Section 6.10 of the RFQ.	
13	Conflict of Interest	
14	Equal Employment Opportunity and Affirmative Action Requirements	
15	Addenda Acknowledgement Forms (if applicable)	