

Request for Proposals
Engineering and Hydrogeologic Services
Sunset Gap Seawater Intrusion Barrier Feasibility Study

May 2023



Proposals Due:

June 30, 2023

10:00 am

1 INTRODUCTION AND PROJECT BACKGROUND

In coastal areas of the Orange County Groundwater Basin (the Basin), saline groundwater has the potential to move inland towards municipal water supply wells. The primary source of saline groundwater is seawater intrusion through permeable aquifer sediments underlying topographic lowlands or gaps between the erosional remnants or mesas of the Newport-Inglewood Uplift. These gaps include, from north to south, the Alamitos Gap, Sunset Gap, Bolsa Gap, and Talbert Gap (Figure 1).

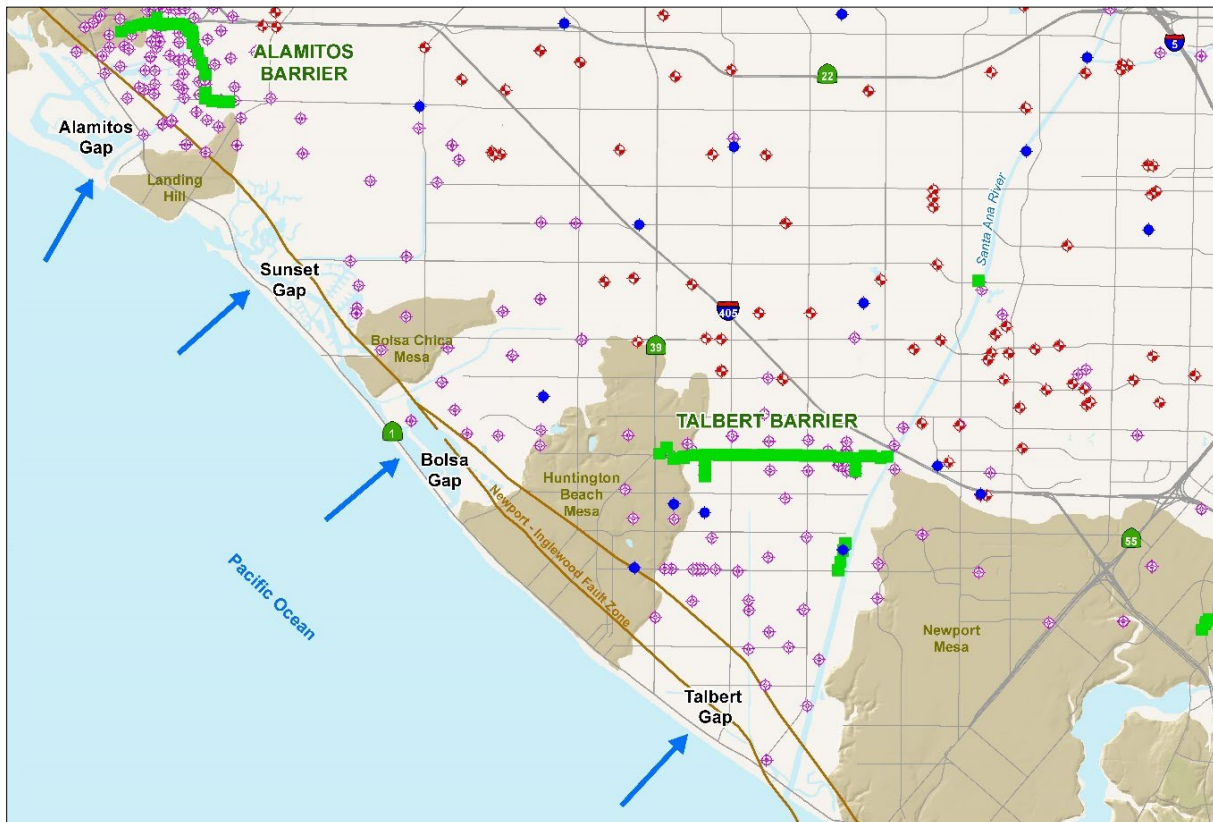


Figure 1. Coastal Gaps in Orange County Groundwater Basin

Orange County Water District's (OCWD or District) policy regarding control of seawater intrusion is implemented through a comprehensive program that includes operating seawater intrusion barriers, monitoring and evaluating barrier performance, groundwater level and quality monitoring, evaluating susceptible coastal areas, and coastal groundwater pumping management. These activities enable OCWD to sustainably manage groundwater conditions in the Basin to prevent significant and unreasonable seawater intrusion and the resultant degradation of freshwater aquifers.

OCWD currently operates the Talbert Barrier in the Talbert Gap and works under a cooperative management agreement with the Los Angeles County Department of Public Works, which operates the Alamitos Barrier in the Alamitos Gap. Both barriers have been effective in maintaining chloride concentrations in coastal sentry wells below threshold levels (typically 250 milligrams per liter, mg/L).

Although Sunset Gap has historically been considered a lower threat from seawater intrusion than Talbert and Alamitos gaps, within the last 20 years monitoring data indicate that seawater intrusion is occurring in Sunset Gap. Current chloride concentration contours indicating the inland extent of seawater intrusion, primarily within the Beta aquifer (approximately 250-300 feet below ground surface), are shown in Figure 2. Elevated chloride concentrations exist in the overlying Alpha aquifer and underlying Lambda aquifer, but to a lesser extent than the Beta aquifer.

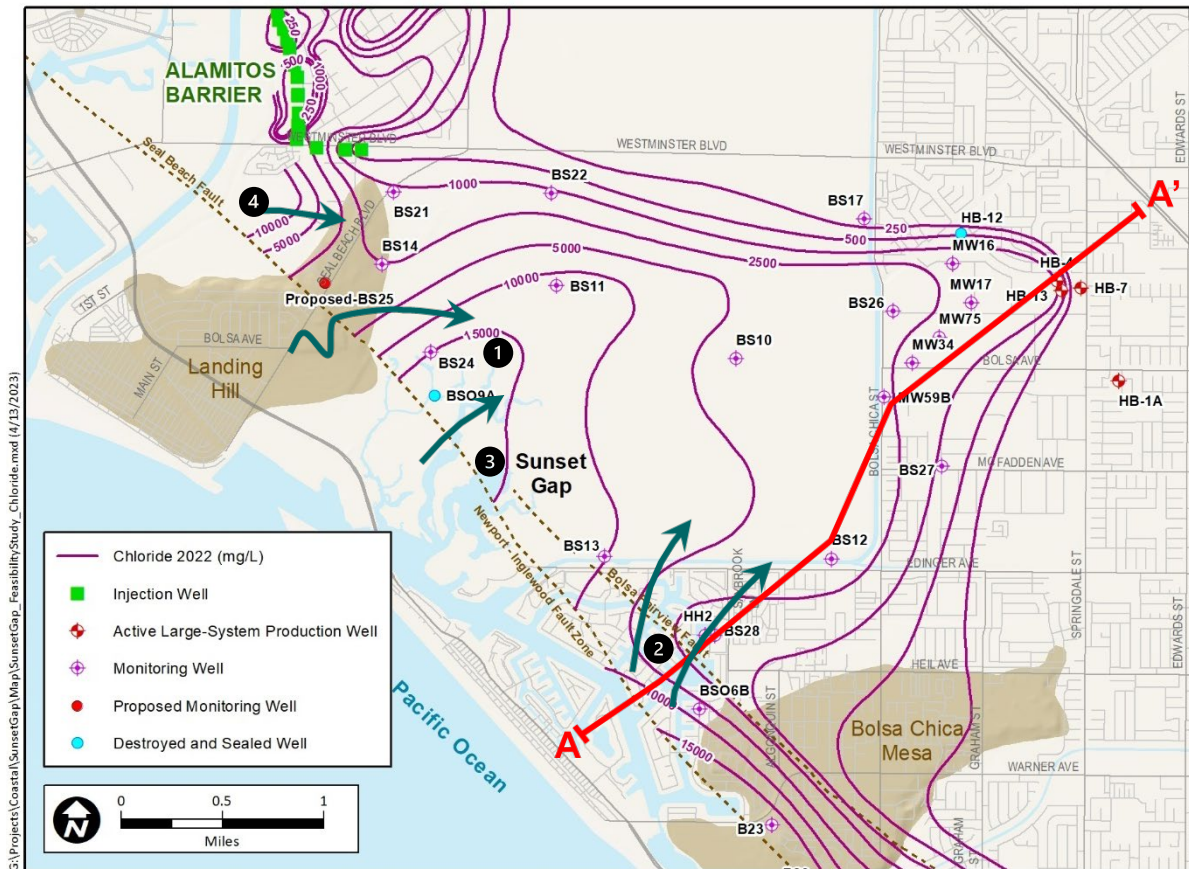


Figure 2. 2022 Beta-Lambda Aquifer Chloride Concentration Contours (mg/L)

Four potential seawater intrusion areas appear likely, including:

1. Lateral leakage across the Newport-Inglewood Fault Zone (aka, Seal Beach Fault) in the Landing Hill and Sunset Gap areas primarily within the Alpha and Beta aquifers
2. Intrusion from the Huntington Harbor area from leakage across the Newport-Inglewood and Bolsa-Fairview faults and/or from dredged marina canals which may have breached the shallow aquitard overlying the Alpha aquifer
3. Downward infiltration from the tidal inlets within the Seal Beach National Wildlife Refuge inland of the Newport-Inglewood Fault Zone
4. Intrusion from Alamitos Gap south of the Alamitos Barrier

In the southeast portion of Sunset Gap, dredging associated with the construction of Huntington Harbour during the 1960s was the subject of several studies at that time regarding the potential

for causing seawater intrusion. These studies' conclusions were inconsistent and inconclusive. Studies done by the United States Geological Survey (1967)¹ and California Department of Water Resources (1968)² found that seawater intrusion into the semi-perched aquifer (generally the uppermost 50 feet) associated with the harbor development was occurring, but this was considered to be of little to no significance due to the lack of beneficial use of this near-surface water bearing zone.

During the mid-1970s, approximately 10 years after construction of Huntington Harbour, chloride concentrations began to rise at Alpha aquifer monitoring well HH2, which is located just inland of the Bolsa-Fairview Fault in the Huntington Harbour area (Figure 2). The Bolsa-Fairview Fault is the farthest inland major branch of the Newport-Inglewood Fault Zone in the area. Chloride concentrations at well HH2 rose steadily over time to very brackish levels today, suggesting an inland gradient and active pathway for inland intrusion.

In 2004, elevated chloride concentrations were first discovered at two Beta aquifer monitoring wells owned by the Boeing Corporation, northeast of the intersection of Bolsa Chica Street and Bolsa Avenue. Additionally, brackish groundwater in city of Huntington Beach production well HB-12 resulted in the well being shut down and destroyed. In response, OCWD commissioned a geophysical survey in 2010 at the Seal Beach Naval Weapons Station (SBNWS) to investigate the extent and depth of intrusion and to help site monitoring wells necessary to sufficiently delineate the intrusion.

Since 2012, OCWD has constructed a network of multi-depth monitoring wells to depths up to 1,000 feet in Sunset Gap to better define the source areas, pathways, and overall inland extent of seawater intrusion to help develop potential remedies.

The nearest active production wells inland and downgradient of the elevated chloride plume are Huntington Beach wells HB-4, HB-7, HB-13, and HB-1A. Farther to the north are two Westminster wells and a Seal Beach well.

Due to evidence of on-going seawater intrusion in the Sunset Gap, OCWD extended the Alamitos Barrier groundwater flow and solute transport model to include the Sunset Gap area to support the District's understanding of, and management decisions related to, seawater intrusion in the Sunset Gap area. The extended model boundary was strategically placed either through or near several multi-depth monitoring wells. The objectives for the extended model are listed below.

1. Test hypotheses for intrusion pathways from the aforementioned likely source areas.
2. Evaluate potential remedial alternatives to prevent continued intrusion from the source areas, and to contain intrusion that has already moved inland beneath the SBNWS.
3. Perform simulations to locate and configure potential injection and/or extraction systems for hydraulic containment, including the estimation of their respective flow rates.

¹ Wall, J.R., et al. 1967. *An Investigation of Potential Salt-Water Intrusion from Inland Waterways in the Shallow Alluvial and Coastal Deposits of Sunset and Bolsa Gaps, Orange County California*. United State Department of the Interior, Geological Survey, Water Resources Division, Open-File Report. July 17, 1967.

² State of California, The Resources Agency, Department of Water Resources 1968. *Sea-Water Intrusion: Bolsa-Sunset Area, Orange County*. Bulletin No. 63-2. January 1968.

4. Under different scenarios with a potential Sunset Gap seawater barrier, estimate groundwater elevation changes and associated effects, if any, within the aquifers and at areas of interest including the tidal wetlands, contaminant remedial activities at the SBNWS, Boeing and other release sites, the Alamitos Seawater Barrier, and active production wells within the extended model domain.

Five predictive modeling scenarios were simulated to achieve the above objectives (Table 1). The most effective and efficient scenario was Scenario 3, which comprises 34 injection wells at 20 sites with a combined annual average injection rate of 13 million gallons per day (MGD) and three extraction wells with a combined average extraction rate of 3 MGD. The 34 injection wells primarily target the Beta and Lambda aquifers and to a lesser extent the Alpha and Omicron/Upper Rho aquifers. The three extraction wells target the Beta and Lambda aquifers (Figure 4). The analysis is summarized in a technical memorandum (Intera 2021)³, which is available upon request.

Table 1. Summary of Injection and Extraction Predictive Scenarios

Predictive Scenarios	Rate # Wells	Injection			Extraction
		Alpha	Beta/Lambda	Omicron/Upper Rho	
Scenario 1 - Extraction in Alpha-Beta-Lambda	MGD	1.0	8.0	1.0	5.0
	Wells	5	16	5	5
Scenario 2 - Extraction in Beta-Lambda	MGD	1.0	8.0	1.0	2.5
	Wells	5	16	5	5
Scenario 3 - Extraction in Beta-Lambda	MGD	1.0	10.0	2.0	3.0
	Wells	6	20	8	3
Scenario 4 - Extraction in Beta-Lambda	MGD	1.0	7.6	2.0	3.0
	Wells	6	16	8	3
Scenario 5 - No Extraction	MGD	1.0	7.6	2.0	-
	Wells	6	16	8	-

³ Intera, 2021. *Technical Memorandum – Extension of the Alamitos Barrier Model to Assess Sunset Gap Seawater Intrusion*. Dated December 20, 2021

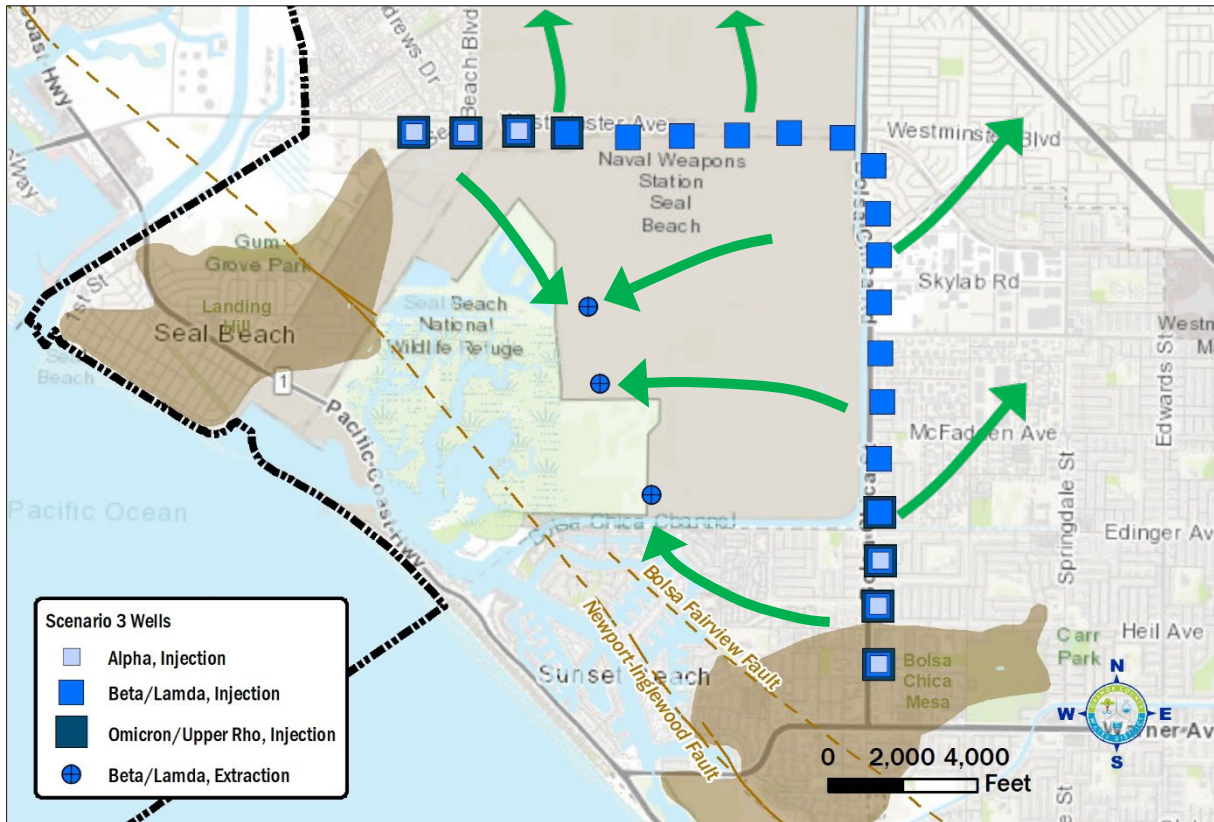


Figure 3. Scenario 3 Proposed Injection and Extraction Wells

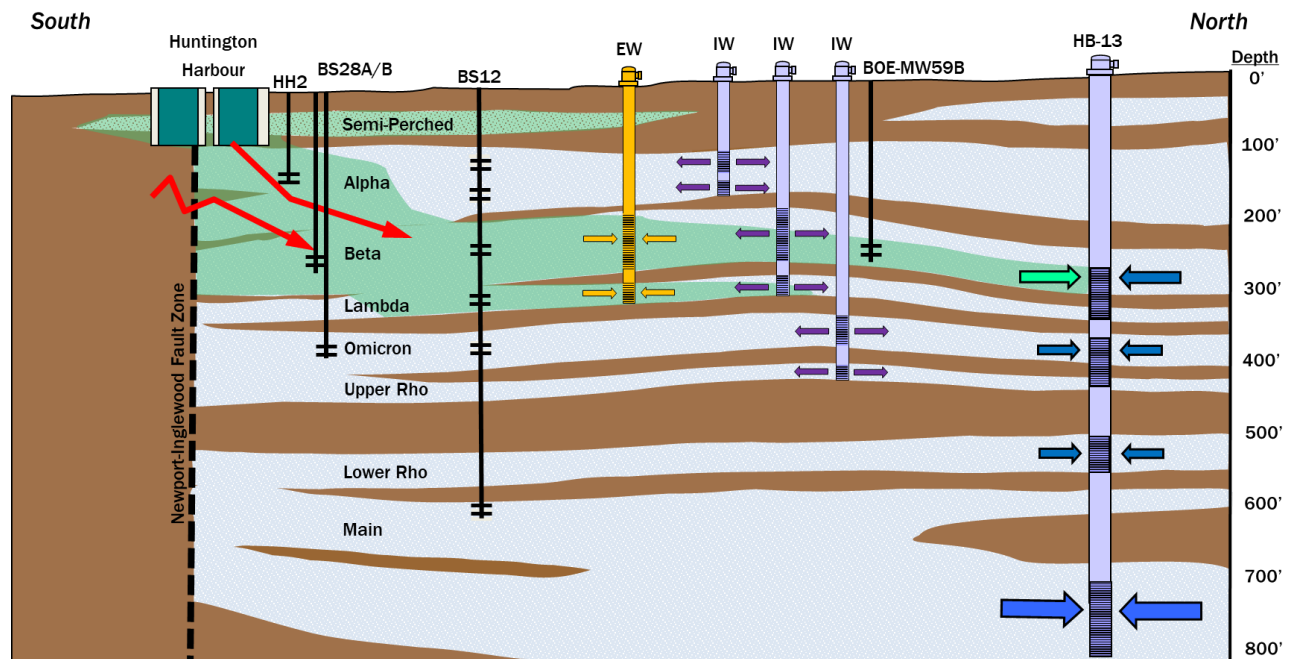


Figure 4. Schematic Cross Section of Sunset Gap with Target Aquifers

The District recently updated the groundwater flow and solute transport model and is currently simulating “no-barrier” scenarios that will help inform how seawater intrusion may progress in the absence of a seawater intrusion barrier. The model updates included incorporating new hydrogeologic data from several new groundwater monitoring wells in the Sunset Gap. The preferred Scenario 3 injection/extraction alternative described above will be simulated using the updated model, which may result in changes to the number of wells, targeted aquifers, spacing, and flow rates described in Table 1. Additionally, the model will be used to analyze variable injection and extraction rates to account for seasonal and long-term variability in groundwater elevations in the Sunset Gap area. Such seasonal adjustments in injection are part of the standard operation of the Talbert and Alamitos barriers, where summer/fall injection rates may be twice that of winter/spring rates. The injection rate estimates derived from the modeling will be provided to the Consultant for incorporation in the feasibility study (FS) analysis.

The Consultant should assume the District will provide all numerical groundwater modeling needs related to the project through our modeling consultant. If the Consultant identifies an issue that may require numerical groundwater flow modeling, it is incumbent upon the Consultant to raise that issue with the District in a timely manner.

2 PROJECT DESCRIPTION

The purpose of this request for proposal (RFP) is to secure a consultant with the requisite engineering and hydrogeologic expertise to prepare a FS, preliminary design, and cost estimate for a potential seawater intrusion barrier in the vicinity of the SBNWS, and within the cities of Seal Beach, Huntington Beach, and Westminster. As discussed above, Scenario 3, which comprises 34 injection wells and three extraction wells, was the preferred scenario evaluated using groundwater modeling to best mitigate seawater intrusion through the Sunset Gap and should be the conceptual starting point for the FS, with the understanding that the preliminary estimated number of wells, flow rates, and alignment may change during the course of the FS.

The injection well source water is a critical factor in supplying the barrier and a primary focus of this FS. The District has identified the following as potential supplies:

- purified recycled water from Groundwater Replenishment System (GWRS)
- purified recycled water from Metropolitan Water District of Southern California’s (MWD) future expanded Carson plant
- treated imported water
- groundwater extracted from the Deep aquifer
- desalinated saline groundwater (i.e., from barrier extraction wells)
- combination of the above

Should the Consultant believe there are other potentially feasible water supply options, it is encouraged to suggest such options early in the schedule. As mentioned earlier, the injection rate and individual well flows are not anticipated to be consistent throughout the year, as groundwater levels in and around the Sunset Gap are typically lower in the summer and higher in the winter, thus requiring lower injection flows in the winter and higher flows in the summer. For example, flows to the Talbert Barrier can vary by 100% seasonally as well as vary year-to-year depending upon basin storage conditions.

Another critical component of the Scenario 3 barrier concept is the fate of the extraction well discharge water. The estimated average 3 MGD of water will come from the Beta and Lambda aquifers, which are anticipated to be saline (20,000 mg/L total dissolved solids, TDS). Like the injection wells, the District anticipates seasonal variability in extraction rates, although to a lesser degree.

3 SCOPE OF WORK

Task 1 – Project Management and Quality Assurance/Quality Control (QA/QC)

The Consultant project manager will be responsible for the overall management of the project, including the budget, schedule, and quality of the work products delivered. The project manager will also serve as the primary point of contact to the District. All project management, meetings, administration, and QA/QC activities will occur under this task, including the following:

- Conduct a Project Kick-Off Meeting.
- Conduct monthly progress meetings and participate in conference calls, stakeholder meetings, etc. as required to keep the project on schedule and budget.
- Prepare meeting agendas and minutes.
- Prepare monthly invoices and progress reports.
- Provide internal QA/QC on all work products and submittals (e.g., reports, calculations, cost estimates, etc.).

Task 2 – Background Information Collection

There is a significant amount of background information available from the District and outside sources. It shall be the Consultant's responsibility to identify the information and data needed to conduct the FS. OCWD will provide any relevant information in its possession and may support the Consultant in data acquisition, as appropriate. At a minimum, the Consultant shall:

- Prepare a written information request for gathering relevant information (e.g., previous studies, reports, presentations, drawings, etc.) from the District and relevant agencies to aid in evaluation and project definition for the FS.
- The Consultant shall summarize the FS area characteristics, water supplies, and existing seawater intrusion barrier projects and their water supplies.
- The Consultant shall identify any hydrogeologic information needed to aid in alternatives development and analysis and submit it to the District in a timely manner.

Task 3 – Injection Well Water Supply

The injection barrier concept is preliminarily estimated to comprise 34 injection wells with an average combined injection rate of 13 MGD that will inject into the Alpha, Beta, Lambda, and Omicron/Upper Rho aquifers. The preliminary injection well alignments that have been used thus far for modeling scenarios are along Westminster Boulevard and Bolsa Chica Street. The feasibility of these alignments will be evaluated as part of Task 5.

The injection water supply assessment will identify all reasonable sources of water for injection well operation. It should be assumed that the injection barrier will operate beyond the foreseeable future, i.e., more than 50 years, and therefore, its water supply must also be available commensurately. At a minimum, the following shall be included in this task:

- The Consultant shall evaluate various injection well water supply alternatives, including, but not limited to:
 - purified recycled water from GWRS
 - purified recycled water from MWD's Carson plant
 - treated imported water
 - groundwater extracted from the Deep aquifer
 - desalinated saline groundwater (i.e., from barrier extraction wells)
 - combination of the above
- The Consultant shall evaluate each water supply alternative's:
 - long-term reliability and availability
 - flexibility in seasonally adjusting flows as injection demands dictate
 - potential for increased flow requirement based on operational needs
 - water quality considerations related to injection, including the potential need for treatment to remove natural color, TDS, or other chemical constituents prior to injection
 - any other supply alternative characteristic that could impact its intended use
- The Consultant shall prepare preliminary facility designs sufficient to prepare a rough order of magnitude (ROM) cost estimate for each supply source, including:
 - treatment facility final design, siting, land acquisition, and construction for each water supply alternative requiring treatment prior to injection
 - final design, siting, land acquisition, and construction of Deep aquifer supply wells and conveyance pipelines to proposed treatment facility
 - final design, siting, land acquisition, and construction of pipelines and other facilities needed for water supply conveyance to the injection wells including potential alignments and siting
 - operation and maintenance (O&M), including energy, labor, chemicals, water purchase costs, sewer discharge fees, and other significant O&M cost items
- The Consultant shall prepare for and lead a workshop with District staff to present the results of the injection well water supply assessment and to identify one or more preferred injection well water supply sources.
- The results of the water supply assessment shall be reported to the District within a Technical Memorandum (TM) summarizing the water supply alternatives selected for evaluation, the evaluation criteria, results of and supporting rationale for the evaluation, a ROM unit cost (\$/MGD) for each supply alternative, and a preferred water supply alternative. Assume one set of comments will be received from the District for incorporation into the final TM.

Task 4 – Extraction Well Siting and Groundwater Discharge

Scenario 3 assumes three groundwater extraction wells will be located seaward of the proposed injection well alignment to collectively produce an average of 3 MGD (Figure 3). The number of wells is subject to modification based on seasonal demands and groundwater levels. This will be determined by additional groundwater modeling performed, outside this scope, by the District. These extraction wells are assumed to produce from the Beta and Lambda aquifers and are necessary to hydraulically contain seawater intrusion by maintaining a seaward gradient from the injection barrier. The water produced from the wells is expected to be saline, with TDS concentrations around 20,000 mg/L. At a minimum, the Consultant shall perform the following:

- Evaluate the feasibility of constructing, operating, and maintaining three above-grade completion extraction wells that produce an average of 1 MGD each from the Beta and Lambda aquifers. In consultation with representatives of the SBNWS, the Consultant shall identify potential well sites on the SBNWS that are compatible with the station mission and activities and can be connected to future pipelines to convey the extracted groundwater to treatment facilities and discharge points. Based on modeling, the District will provide the Consultant with a geographic area within which to locate extraction well sites in consultation with SBNWS representatives.
- Evaluate discharge alternatives for groundwater produced by the extraction wells, including but not limited to the following:
 - treatment and reuse as an injection well source water supply (at least partially evaluated in Task 3), including treatment
 - treatment and discharge to sanitary sewer
 - treatment and discharge to surface waters
- Perform preliminary design of treatment facilities necessary to meet state and federal discharge requirements for extracted groundwater for each of the above discharge alternatives, sufficient to prepare a ROM unit cost (\$/MGD) for treatment, including final design, construction, and O&M costs. Present the results of and supporting information and rationale for the ROM unit cost for treatment at a meeting with OCWD to determine if one or more of the treatment/discharge alternatives should be screened from further consideration.
- Based on the results of the extraction well siting evaluation and the retained treatment/discharge alternative(s), evaluate and identify feasible locations for the groundwater treatment facility and pipeline alignments to convey the extracted groundwater from the extraction wells to the treatment facility and from there to the point of use or discharge for the retained treatment/discharge alternative(s). This activity shall be performed in consultation with SBNWS representatives.
- Prepare a TM that describes the results of and supporting information and rationale for the above evaluations of extraction well sites, discharge alternatives (including ROM \$/MGD unit cost for groundwater treatment), treatment facility siting, and conveyance pipeline alignments that appear most feasible. Assume one set of comments will be received from the District for incorporation into the final TM.

Task 5 – Injection Barrier Alignment

Scenario 3 assumes 34 injection wells at 20 sites along an L-shaped alignment with an east-west leg along Westminster Boulevard and a north-south leg along Bolsa Chica Street (Figure 3) to inject an average of 13 MGD. The exact number and spacing of injection wells are subject to seasonal demands and groundwater levels and will be determined based on aquifer hydraulics tests at future test wells and additional groundwater modeling performed outside this scope by the District. The injection wells are assumed to inject into the Upper and Lower Alpha aquifers and Omicron/Upper Rho aquifers on the two ends of the barrier, and into the Beta and Lambda aquifers along the entire length of the barrier. At a minimum, the Consultant shall perform the following:

- Evaluate the feasibility of constructing, operating, and maintaining injection supply pipelines, laterals, approximately 34 injection wells at 20 sites, and appurtenant facilities in the vicinity of Westminster Boulevard from Apollo Drive to Bolsa Chica Street and continuing south in the vicinity of Bolsa Chica Street to Warner Avenue. The number of well sites may be modified based on future test well performance and modeling analysis. Assume that each injection well casing will be constructed in a separate borehole such that a “well site” may comprise one to four injection wells (depending on the number of aquifers targeted for injection) spaced a minimum of 20 feet apart.
- Identify and evaluate potential injection alignment alternatives (e.g., along transportation rights-of-way, on the SBNWS, on flood control channel property, and private property).
- Evaluate the feasibility of above-grade versus below-grade wellhead completions on a site-by-site basis, with above-grade completions generally preferable. Consultant shall consider site conditions including, but not limited to, traffic safety, utilities, surface drainage, shallow groundwater, and SBNWS security, in its feasibility evaluation.
- Perform preliminary design of injection barrier facilities sufficient to prepare a ROM cost for each barrier alignment evaluated.
- Prepare for and lead a workshop with District staff to present the results of the injection barrier alignment evaluation and to identify a preferred injection barrier alignment.
- Report the results of the injection barrier alignment feasibility evaluation to the District in a TM summarizing the facility alignments and siting alternatives selected for evaluation, the evaluation criteria, the results of and supporting rationale for the evaluation, and the identification of a preferred alignment. Assume one set of comments will be received from the District for incorporation into the final TM.

Task 6 – Detailed Analysis of Project Concept

The Consultant shall perform a detailed evaluation of the project concept that integrates the preferred options identified in the TMs from Tasks 3-5, including the following:

- At a minimum, develop the following for the selected project concept:
 - conceptual level facility design (10% pre-design), including at a minimum:
 - injection well water supply and conveyance
 - extraction well locations, conveyance, treatment, and discharge
 - injection well locations and conveyance

- illustrations and maps to show potential facility locations and supporting infrastructure (e.g., conveyance pipeline alignments and injection/extraction well locations)
 - capital cost, O&M cost, and life cycle costs; cost estimates shall meet the requirements of an AACE Class 4 cost estimate
 - property encroachment issues
 - O&M staffing full-time equivalents
 - community and stakeholder input received during the course of the work that may affect project feasibility and/or cost
 - government agency, e.g., Navy, regulatory, cities, input received during the course of the work that may affect project feasibility and/or cost
 - implementability
- The Consultant shall prepare for and lead a workshop with District staff to present the preferred project concept.

Task 7 – Feasibility Study Report

The Consultant shall prepare an administrative draft Feasibility Study report for the District's review that summarizes the work completed in Tasks 1 through 6 and shall include:

- An executive summary
- A summary of the work conducted in Tasks 1 through 6 that includes the TMs
- A detailed discussion of the preferred project concept, including all aspects of the evaluation conducted in Tasks 1 through 6
- The Consultant shall address and incorporate one set of comments received from the District on the administrative draft Feasibility Study Report and prepare a Draft Feasibility Study Report.
- The Draft Feasibility Study Report will be submitted to the District, which may be distributed to outside agencies for review.
- The Consultant shall address all comments received on the Draft Feasibility Study Report from the District and outside agencies. The Consultant shall prepare a Final Feasibility Study Report and submit an electronic copy to the District.

Task 8 – Test Well Implementation Plan

Once the FS is complete and upon District authorization, the Consultant shall prepare a test well implementation plan that will generate representative hydrogeologic data sufficient to refine the groundwater model and underlying hydrogeologic assumptions (e.g., aquifer thickness, hydraulic conductivity, storage coefficient) needed to design the barrier project – specifically, the number, spacing, and refined estimated individual well flow rates of the injection wells, extraction wells, and Deep aquifer production wells (if that water supply source is preferred). For the purpose of responding to this RFP, the Consultant shall assume the following wells will be needed:

- Up to 9 test injection wells screened in the Beta, Lambda, and Omicron/Upper Rho at 5 sites located along the preferred barrier alignment identified in the feasibility study; the actual number of wells and locations may be adjusted based on evaluations by the Consultant and District
- One test extraction well and a pair of monitoring wells screened in the Beta and Lambda aquifers
- One test barrier supply well screened in the Deep aquifer (if identified in the feasibility study as the preferred source water supply)
- Up to 10 monitoring wells screened in the Beta, Lambda, and Omicron/Upper Rho at 5 sites that will serve both the test well program and the potential future barrier project; the actual number of wells and locations may be adjusted based on evaluations by the Consultant and District
- If constructed, the aforementioned wells would be located and designed to be incorporated into the potential future barrier project

The following will be included in the plan:

- 30% design drawings for all components of the test well implementation plan
- the number, location, depth, and rationale for each of the test wells proposed in the test well program (including injection, extraction, and monitoring wells)
- well site owner, parcel number, dimensions, and minimum construction and permanent easement sizes
- injection testing system components, layout, and testing methods
- source water supplies for injection well testing
- extraction well testing system components, layout, and testing methods
- extraction well and Deep aquifer production well (if applicable) testing discharge water disposal
- data collection equipment, including water level, water quality, and flow rate
- data analysis and interpretation methods
- identification of utilities
- permitting requirements for all components of the testing plan, including, but not limited to encroachment/rights-of-way, state coastal commission, state water board waste discharge requirements, and federal underground injection control
- Engineers estimate of cost to implement the plan from well construction through testing, data analysis, and reporting

The Consultant will work closely with the District and the District's groundwater modeling consultant during the development of the Test Well Implementation Plan to ensure plan components provide the most benefit to the overall barrier design. The draft plan shall be submitted to the District for review and comment. Assume one set of comments will be received from the District for incorporation into the final Test Well Implementation Plan.

Any additional scope of work items proposed by the Consultant that may provide additional value to the District are encouraged and should be identified and segregated as “Optional Tasks” in the Consultant’s written and cost proposal.

4 SCHEDULE

The anticipated project schedule is as follows and is subject to change:

- RFP Issued: May 18, 2023
- Proposals Due: June 30, 2023, 10:00 a.m.
- Award Agreements: September 21, 2023
- Kick-off Meeting: October 4, 2023
- Final FS Report: October 4, 2024

5 ELEMENTS OF PROPOSAL

Please include the following in your proposal:

- Cover letter
- Project Understanding – a description of the problem, the challenges and obstacles that must be overcome, and the objectives that will be achieved to address the problem.
- Project Approach - expanding or revising the scope of work provided herein, if necessary. Any deviations from the scope herein shall be clearly designated in the proposal including associated man-hours and costs (**costs must be in a separate sealed envelope**). Include and describe all sub-Consultant services you believe are necessary.
- Project Team (with resumes at the back of the proposal) - description, emphasizing experience and capabilities of the designated project manager and project engineers/hydrogeologists related to the outlined scope of work. Include 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.
- Past Performance - 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.
- Schedule - provide a general project completion schedule based on the project scope. For the purposes of estimating costs, assume a project duration of 12 months.
- Rate Schedule - provide hourly rates for each job classification to be provided by Consultant and any sub-Consultants that may be part of project efforts. The rate schedule shall also include any ancillary costs related to the execution of the project.
- Level of Effort - provide a matrix table of the estimated hours for each project task and subtask broken down by individual project staff and subconsultants, and the percentage

of time each member will contribute to the project. All assumptions that form the basis of the budget and schedule should be clearly articulated in the proposal.

- A statement that the Consultant has read and can execute the District's standard professional services contract and can comply with the insurance requirements.
- **Fee Proposal (submitted in a separate, sealed envelope)** - provide a matrix table of the estimated hours and costs for each project task and subtask broken down by individual project staff, labor rates, and subconsultants' fees. The fee proposal shall be based on services provided on an hourly-rate basis, with a total not-to-exceed fee.

The proposal is limited to 20, one-sided 8.5"x11" pages using a minimum 11-point font, exclusive of cover letter, resumes, relevant project descriptions and preprinted materials. Interested firms shall deliver five paper copies of the proposal, one electronic PDF file, and a separate sealed fee proposal on or before the due date listed in the Schedule above. Proposals shall be mailed or delivered to:

Orange County Water District
Attention: Bill Leever
18700 Ward Street
Fountain Valley, CA 92708

6 SELECTION PROCESS

Selection of the Consultant will be based upon the proposal contents, prior experience of the firm and their project approach, overall value to the District, and 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.

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. Failure to submit information in accordance with the requirements and procedures of this RFP may be cause for disqualification.

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.

7 PRE-SUBMITTAL ACTIVITIES

7.1 Questions Concerning Request for Proposals

All questions regarding the RFP should be presented in writing to:

Orange County Water District
Attn: Bill Leever
18700 Ward Street, Fountain Valley, CA 92708
Phone: (714) 378-3245
bleever@ocwd.com

7.2 Pre-Proposal Meeting

The meeting will be held at the OCWD Administration Building in Fountain Valley (see address above) on May 31, 2023 at 2:30 pm.

8 SPECIAL CONDITIONS

8.1 Revision to the Request for Proposals

The District reserves the right to revise the RFP prior to the date the Proposals are due. The District reserves the right to extend the date by which the Proposals are due.

8.2 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.

8.3 Public Records

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

8.4 Right to Cancel

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

8.5 Additional Information

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

8.6 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.

8.7 Professional Services Agreement

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

8.8 Insurance Requirements

The minimum insurance requirements are: \$2 million (\$4 million aggregate) for Commercial General Liability insurance, \$1 million for Automobile Liability insurance

(including Additional Insured endorsement for both General Liability and Automobile Liability insurance), \$1 million for Workers' Compensation insurance (including Waiver of Subrogation endorsement for Workers' Camp), and \$2 million for Professional Liability (Errors and Omissions) insurance.

8.9 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.

8.10 Construction Conflict of Interest

The Consultant shall not be eligible to construct the subject project, nor partner in any way with the Contractor or Construction Management firms executing the construction activities unless expressly authorized by OCWD in writing.

EXHIBIT A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NO. ***

with

for

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.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: _____
Michael R. Markus, P.E., D.WRE
General Manager

By: _____
Title: _____

By: _____
Cathy Green, 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: ***
Facsimile No.: ***

PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

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

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

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

1.5 Instructions from OCWD. In the performance of this Agreement, Contractor shall report to and receive instructions from OCWD's representative identified in Part I, or his or her designee. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the OCWD.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the OCWD of such fact and shall not proceed except at Contractor's risk until written instructions are received from the OCWD's Representative.

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

1.8 Compensation. Contractor shall be compensated in accordance with the terms of Part V hereto ("Budget"). Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with OCWD representatives, and incidental costs incurred in performing under this Agreement. Contractor shall be compensated for actual costs incurred by subcontractors or other services, and no mark-up will be paid to contractor by OCWD. Unless otherwise specified in Part V, OCWD shall compensate Contractor on a time-and-materials basis at the rates listed in Part V. Contractor shall submit an invoice referencing this Agreement, the Work Order number, date and description of services performed, and the amount. OCWD shall pay the Contractor within 30 days of receipt of the invoice.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.0 Insurance – See attached Exhibit A to this Agreement.

2.1 Indemnification.

The parties mutually acknowledge that OCWD has retained Contractor to perform the services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the services under this Agreement, Contractor shall use the skill and care that a highly specialized professional,

with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Contractor retains subcontractors or subcontractors to perform any portion of any of the tasks or services under this Agreement, Contractor has a duty to OCWD to ensure that the tasks and services performed by such subcontractors or subcontractors meet the same professional level, skill and expertise expected of Contractor.

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

2.2.2 The provisions of this subdivision 2.2.2 apply only in the event that Contractor is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Contractor is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 2.2.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Contractor shall defend (with legal counsel reasonably acceptable to OCWD), indemnify and hold harmless OCWD and OCWD Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor's performance of any task or service for or on behalf of OCWD under this Agreement. Such obligations to defend, hold harmless and indemnify OCWD or any OCWD Personnel shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of OCWD or such OCWD Personnel. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.2, Contractor shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness or willful misconduct.

2.2.3 The provisions of this subdivision 2.2.3 apply only in the event that this Agreement is a "construction contract" within the meaning of Civil Code Section 2782(b) and 2783. If this Agreement is a "construction contract" within the meaning of those statutes, then notwithstanding subdivision 2.2.1 above, to the fullest extent permitted by law, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all Claims that may be asserted or claimed by any person or entity arising out of Contractor's performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent passive negligence on the part of OCWD and/or any OCWD

Personnel, but excluding any Claims arising from the active negligence or willful misconduct of OCWD or any OCWD Personnel.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

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

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless OCWD against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against OCWD thereunder.

3.3 Covenant Against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

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

3.5 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment,
OCWD AGREEMENT NO. ***

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 fourteen (14) days 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. Each party is responsible for its own attorneys' fees.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of OCWD or Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including OCWD, if the delaying party shall within ten (10) days of the commencement of such

delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, OCWD shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of OCWD such delay is justified. OCWD's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCWD for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of OCWD Officers and Employees. No officer, official, employee, agent, representative or volunteer of OCWD shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by OCWD, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflict of Interest. No officer, official, employee, agent, representative or volunteer of OCWD shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State, or OCWD statute, ordinance, or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

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

SECTION FOUR: MISCELLANEOUS PROVISIONS

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

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

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

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

apinvoices@ocwd.com

OR to the address shown below:

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

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

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

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

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so

executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

A. The Contractor shall comply with the Insurance Requirements of Exhibit A, added in its entirety.

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PART IV
SCOPE OF SERVICES

A. Services shall be performed in accordance with Exhibit B, *** dated *** and .

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PART V
BUDGET

A. OCWD shall compensate Contractor in accordance with Exhibit C, *** dated *** for a not-to-exceed fee of \$***.00.

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INSURANCE REQUIREMENTS

FOR

The Contractor shall not commence work under this Contract 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. Such evidence shall include a separate additional insured endorsement and other provisions required herein.

At least thirty (30) calendar days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements required herein, showing that such insurance coverage has been renewed or extended will be filed with the OCWD.

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.

The Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance against claims for injuries or death to persons or damages to property which 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:

1. General Liability – Commercial General Liability (CGL) – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, 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.

2. Automobile Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) covering Symbol 1 (Any Auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

3. 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 \$1,000,000 per accident for bodily injury or disease.

Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us) – The Contractor hereby agrees to waive rights of subrogation to obtain endorsement 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.

4. Builder's Risk is not required.
5. Contractor's Pollution Liability is not required.
6. Professional Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate (Claims Made Policies).

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the OCWD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the OCWD.

Other Required Provisions – The Commercial General Liability policy and Contractor's Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status – The OCWD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 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. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. Primary Coverage – For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects 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.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the OCWD.

Acceptability of Insurers - The Contractor agrees that it will comply with such provisions before commencing work. 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.

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 as respects 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.

Verification of Coverage – Evidence of Insurance – The Contractor shall furnish the OCWD with copies of certificates and amendatory endorsements effecting coverage required by this Contract. All certificates and endorsements 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.

Continuation of Coverage – The Contractor shall, upon demand of the OCWD deliver evidence of coverage showing continuation of coverage for at least five years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the General Liability Additional Insured endorsement and evidence of Waiver of Rights of Subrogation against the OCWD (if Builder's Risk Insurance is applicable) to OCWD at least ten days prior to the expiration date.

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). The Contractor shall, upon demand of the District, deliver to the OCWD copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

Note 1: Any combination of a minimum \$1,000,000 per occurrence General Liability and Excess Liability to meet the \$2,000,000 total may be accepted.

Note 2: The General Liability and/or Automobile Liability coverage shall include mobile equipment.

Note 3: All insurance terms provided by the Contractor for this contract are subject to approval and acceptance by the OCWD.

Note 4: The OCWD, its directors, officers, employees, authorized volunteers, shall be named, by separate endorsement, as additional insured on the policy.

Note 5: Contract Name and/or Contract Number shall be indicated on insurance certificate.

EXHIBIT B

OCWD PROPOSAL EVALUATION FORM

Orange County Water District Proposal Evaluation Form

Project: Sunset Gap Seawater Intrusion Barrier Feasibility Study (Date RFP Issued: May 18, 2023)

Proposing Firm: _____

Reviewer: _____ **Date:** _____

Criteria	Weighting (%)	Rating (1-5)	Weighted Score	Comments
Project Understanding and Approach	20		0	
Project Manager and Key Team Members	30		0	
Level of Effort and Value	30		0	
Similar Project Experience	20		0	
Total	100		0	

Ratings:

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

Criteria Descriptions:

Project Understanding and Approach: How well does consultant understand the scope of work and project objectives, as demonstrated in their written project approach, schedule, and level of effort? Does the consultant provide any unique ideas, suggested scope clarifications, or approaches that distinguish them from others, or make them more efficient in delivering the project?

Project Manager and Key Team Members: How many years of relevant experience does the PM have and what type of projects have they managed that are similar to the proposed project? Evaluate the relevant experience of the overall team, the depth and breadth of their skills, and how it demonstrates their ability to successfully deliver the project.

Level of Effort and Value: How many hours are proposed for each task? Do the hours appear reasonable to conduct the scope of work? Are the individuals conducting the work (i.e., those with the most hours) identified as the key team members?

Similar Project Experience: Evaluate the consultant and project team members experience on projects identical to what is requested in the scope of work?