

REQUEST FOR QUALIFICATIONS

FOR

Groundwater Sustainability Improvement Program Engineering Support Services

Contract No. 2022-01



Pleasant Valley County
Water District 

Pleasant Valley County Water District
154 South Las Posas Rd.
Camarillo, CA 93010
(805) 482-2119

Issue Date: February 9, 2022

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**REQUEST FOR PROPOSALS
FOR
Groundwater Sustainability Improvement Program Engineering Support Services
2022-01**

1. INTRODUCTION

1.1. Purpose

The Pleasant Valley County Water District (District) is seeking Statements of Qualification (SOQ) from qualified Firms capable of performing as-needed engineering services for the District's Engineering Department. Potential services to be provided on an as-need basis are described in Attachment "A" – General Scope of Services.

This Request for Qualification (RFQ) describes the potential Scope of Services, the minimum information that must be included in the SOQ, and the Consultant evaluation and selection process. Failure to submit information in accordance with this RFQ's requirements and procedures may be cause for disqualification. For purposes of the RFQ, the terms Consultant, Firm, and Proposer are interchangeable.

The awarded Agreement will be to provide professional services throughout the entirety of the Project, including but not limited to conceptual and detailed design and services during the bid, construction, and startup phases, as the District sees necessary. Agreement will be for a three (3) year term with an option to extend for two additional one-year terms.

1.2. Due Date and Delivery

SOQs must be received via the District's General Manager's email, jared@pvcwater.com, on or before:

Time: 4:00 PM

Date: March 2, 2022

Proposals received after this time or at any other location will not be accepted. Faxed proposals will not be accepted.

1.3. Questions Concerning SOQs

All respondents may submit questions related to this RFQ via email to jared@pvcwater.com throughout the RFP process, **but the last opportunity to submit questions is no later than 5:00 p.m., PDT, Monday, February 19, 2022.**

Questions submitted and written responses will be posted.

Questions submitted after 5:00 p.m. on February 19, 2022 will not receive a response.

Questions will not be taken by phone. In the interest of fairness to all Respondents, the District has determined that respondents and their agents shall only communicate directly

to the District Contracts Manager and shall not communicate directly to other District officers, directors, agents, or employees regarding the RFQ. Only the District Contracts Manager will respond to direct communications and attempts to communicate directly to other District officers, directors, agents, or employees may be grounds for disqualification from the RFQ in the sole discretion of the District.

The District is subject to the California Public Records Act and, therefore, the respondent's submissions, including questions and responses, may be made available to requesting parties if such information is requested from the District in accordance with the California Public Records Act. Respondents should exclude from submittal any information considered confidential and/or proprietary.

1.4. Project Schedule

The solicitation, receipt, and evaluation of SOQs and the selection of the provider of Professional Services will correspond to the following schedule:

Release of RFQ:	February 9, 2022
Question Deadline – 5 pm:	February 19, 2022
SOQ Due Date:	March 2, 2022
Board Approval:	March 8, 2022
Notice To Proceed*:	April 15, 2022

* Consultant must be able to begin work with 15 working days after award of contract and must be able to maintain the level of effort required to meet the proposed schedule.

(Note: dates are subject to change)

2. BACKGROUND

The District is a special district organized in 1956 under the laws of the State of California to construct a distribution system and reservoirs to provide supplemental irrigation water to farmlands within the District's boundaries, generally located in an unincorporated area of Ventura County between the cities of Camarillo and Oxnard. The District would ultimately construct and equip 11 deep wells to supplement its other water sources during dry seasons.

3. PROJECT DESCRIPTION

The District's mission is to provide its customers with high quality, reliable water sources. As a part of this commitment, the District is developing a program to reduce the basin's reliance on groundwater and provide additional water sources. Under this RFQ, the District is seeking as-needed engineering consultants to assist with expediting the projects in this program as well as other general engineering and operations support services. Additionally, based on the State's current emphasis on water conservation and resiliency to drought conditions, the District anticipates the availability of grant funding for water improvements and the immediate need for

assistance with the design and construction of new water infrastructure. Descriptions for two of the known projects are included with the General Scope of Services in Attachment “A”.

The selected Consultant(s) will enter into an as-needed consulting services agreement with the District. Consultant’s services will be provided to the District via written Task Order. A sample Task Order is attached as Attachment “C”.

The Task Order process is generally described below:

- District will provide a request for proposal/scope of work for the potential Task Order to the as-needed Consultant(s).
- Consultant(s) will submit a succinct but complete proposal for the Task Order including detailed scope of work, project schedule, and deliverables. Consultant shall also provide a fee estimate by task including hours and rates (using the rate sheets set forth in the Consulting Agreement), other direct costs, and any subconsultants.
- Consultant shall not deviate from the written Task Order scope, budget, or schedule without a written Task Order amendment from the District.
- The District does not guarantee a certain minimum amount of work under this Contract.
- The District reserves the right to solicit proposal for any potential Capital related project or engineering/operations services outside the as-needed consulting agreements as deemed necessary by the District.

4. MINIMUM CONSULTANT QUALIFICATIONS

The minimum Consultant qualifications include experience, education, and general/specific training and licensing required to execute the General Scope of Services as designated in Attachment “A”.

5. SCOPE OF SERVICES

The Scope of Services is set forth in Attachment “A” of the RFQ, which is an integral part of this RFQ. At the request of the District and as issued via Task Order, Consultant(s) shall perform Services on an as- needed basis for projects identified during the term of the Agreement.

6. CONFLICT OF INTEREST

Consultant must submit a disclaimer statement disclosing interest, ownership, or remuneration of any type that has been received or is anticipated from any manufacturer, supplier, or distributor which may be recommended on the Project. This disclaimer must be included in the Proposal Letter required in Section 8.3.

7. ACKNOWLEDGEMENT OF CONTRACT AGREEMENT

The Consultant shall enter into a contract with the District by signing the District’s Professional Design Services Agreement. A sample copy of the Agreement is attached (Attachment “B”).

Consultant shall acknowledge acceptance of the terms and conditions described in the sample copy of the Agreement.

8. SOQ FORMAT

8.1 Respondents shall submit a Submittal that is clear, concise, complete, and demonstrates the qualifications and experience applicable to the Scope of Services.

- Submittals shall have a cover page with the Project Title, Project Number, SOQ due date, name, address and telephone number of Firm submitting the Submittals.
- Submittals shall include a table of contents with a clear listing of headings and pages.
- Submittals shall use a 10-point font, at a minimum, and shall be a maximum of 20 pages excluding the fee schedule and resumes of key personnel. The purpose of these restrictions is to minimize costs of proposal preparation and to ensure the response is fully relevant to the Project.
- Submittals shall be stapled not bound. Minimize the use of photographic, glossy or other non-recyclable paper and content.
- A Rate Sheet shall be submitted in a separate PDF file
- Submittals shall follow the order listed in 8.2.

8.2 Proposal Inclusions and Order

8.2.1 Submittal Letter: Submittal letter must be completed and executed by an authorized representative of the Proposer. Letter should include: the legal name of business; form of business (corporation, partnership, or other); location and address; telephone and fax numbers, e-mail address and name of contact person for District's correspondence; acknowledgement of any addenda to RFQ; any Proposer exceptions to RFQ and/or Consulting Agreement, if any; and disclaimer of conflict of interest as required in Section 6, above.

8.2.2 Firm Overview: Provide an overview of the Firm, including the major services provided, the size of the firm, a summary of the corporate organization, location and size of branch offices at which work may be performed. Clearly indicate which office will have the primary responsibility for providing these services or execution of the work.

8.2.3 Firm Experience:

Describe your Firm's experience in completing the Services listed in the Scope of Services.

Provide a matrix summary of current and past relevant projects that Proposer has performed within the past five (5) years:

8.2.3.1 Include the project name, contact name and phone number, dates of contract performance, summary of services provided, and value of the contract (including any amendments) for each project.

- 8.2.3.2 Identify how each listed project relates to the Scope of Services for this Project.
- 8.2.3.3 Projects listed should be those that key personnel named for this Project participated in.
- 8.2.3.4 Provide the names and current contact information of three references having direct knowledge of the Firm's work related to this RFQ. The listed reference contacts must be project or task managers who have knowledge of day-to-day activities.

District reserves the right to check other references. Recent prior experience with District may be used as a reference check. References must verify Proposer's representation.

8.2.4 Key Personnel:

Provide an organizational chart of the proposed team.

Describe the professional qualifications and experience of the project manager and key team members in performing projects and providing services similar to those delineated in the Scope of Services.

Include a description of the work each team member would perform, his or her level of responsibility, education, active licenses, work experience in years, and special skills or expertise as it relates to the Scope of Services.

State the availability of the project manager and key personnel including commitment from senior management regarding availability of staff listed in this proposal through the term of this contract.

Consultant's evaluation will consider its entire team, therefore no changes in team composition will be allowed without prior written approval of the District.

- 8.2.5 If subconsultants will be used for a portion of this work (for example, traffic control, survey, corrosion, electrical, modeling, etc.) then provide firm profile, project team, and relevant experience of subconsultant.

*** A firm may not be used as a subconsultant if proposing as a prime consultant.**

- 8.2.6 Project Management: Describe your approach to managing the proposed team. Describe management procedures to direct work, meet budgets and schedules, and communicate with District. Provide a description of the Firm's quality control program.

Describe how you will be able to meet the District's need for Services on an "on-call" basis in a timely manner.

- 8.2.7 Cost Proposal: Provide a Fee Schedule showing hourly rates for the proposed personnel by classification. Include all expected fees for Other Direct Costs (ODCs), subconsultant rates, and other specific fees. All subcontractor and material costs shall be at actual cost with a 5% mark-up. Any reimbursable expenses shall be in accordance with the District's Travel Reimbursement

Policy.

- 8.3 Additional Inclusions: No supplemental information will be accepted.
- 8.4 Addenda: The Proposer shall confirm the receipt of all addenda issued under this RFQ in the Proposer Letter. Proposer is not required to include copies of the addenda with the Proposal.
- 8.5 Signature: All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents of behalf of the party(ies) represented.

9. EVALUATION CRITERIA

- 9.1 Firms will be evaluated by the District according to the following criteria and weightings:
 - 9.1.1 Firm Overview (15%) - reliability and continuity of the firm, location, professional awards, and other relevant considerations.
 - 9.1.2 Firm Experience (35%) - professional excellence, demonstrated competence, specialized experience of the firm, and nature and quality of completed work.
 - 9.1.3 Key Personnel (35%) - education and experience of key personnel, staff capability, workload, ability to meet schedules, and principals to be assigned.
 - 9.1.4 Reasonableness of Rates (5%)
 - 9.1.5 Compliance to RFQ (5%)
 - 9.1.6 Specific method and techniques to be employed by the Firm on the Scope of Services (5%)

10. CONSULTANT SELECTION PROCESS

- 10.1 To be eligible for consideration, Submittals must meet the requirements stated in this RFQ.
- 10.2 Assigned District staff will evaluate eligible Submittals and rank Submittals in accordance with stated Evaluation Criteria to determine the most-qualified Firm.
- 10.3 District staff may elect to interview a short list of qualified Firms based on the Submittals submitted in response to the RFQ.
- 10.4 District will submit results of the evaluation to the Board to request authorization to begin negotiations with the most-qualified Proposer.

11. CONTRACT NEGOTIATION

- 11.1 District staff will negotiate an on-call contract for the desired services with one or more of the most-qualified Firms at compensation the staff determines is fair and reasonable to District.
- 11.2 Should District staff be unable to negotiate a satisfactory contract with the selected

Firm, negotiations with that Firm will be formally terminated. The District will then undertake negotiations with the next most qualified Firm. Failing to reach an accord with the second most-qualified Firm, the District will terminate negotiations with that Firm and continue the negotiation process with the next most-qualified Firm until an agreement is reached.

11.3 After negotiating a proposed agreement that is fair and reasonable, District staff will obtain authorization to award from the District's Board.

11.4 Award of an on-call contract does not guarantee the assignment of work.

12. PUBLIC DISCLOSURE

Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in the code (Government Code Sections 6254 through 6255.) Any information you deem proprietary or confidential should be labeled as such on the proposal. You may not label the entire proposal as proprietary or confidential. In addition, the Letter of Interest should contain a paragraph that states that your proposal (does contain/does not contain) information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and that you (assert/do not assert) a privilege of nondisclosure. In the absence of a declaration, the District will be obligated to disclose your proposal to any party that requests it. Documents marked proprietary or confidential information will be returned to proposers not selected to contract with the District.

13. TERMS AND CONDITIONS

13.1 This RFQ does not commit District to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by Proposer or require additional evidence or qualifications to perform the services described under the RFQ.

13.2 District reserves the right to revise the RFQ prior to the date the Submittals are due. Revisions to the RFQ shall be posted via Addendum.

13.3 District reserves the right to extend the date by which the Submittals are due.

13.4 District reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to: selection schedule, proposal due date, and proposal requirements. If District cancels or revises the RFQ, all Proposers of record will be notified in writing by District.

13.5 District reserves the right to reject all Submittals. Selection is dependent upon the negotiation of a mutually acceptable Agreement with the successful Proposer. District reserves the right to negotiate with any, all, or none of the Proposers and award any agreement or portion of the work to one or more Proposers.

13.6 All Submittals become the property of District and public records, and as such may be subject to public review.

13.7 District reserves the right to request additional information and/or clarifications from any

or all respondents to this RFQ.

- 13.8 District reserves the right to approve or disapprove the use of a particular subconsultant.
- 13.9 Proposer may withdraw its proposal before the proposal submission date by submitting a written request to District's Contracts Officer.

End of Request for Qualifications

ATTACHMENT A

ATTACHMENT A SCOPE OF SERVICES

TASK DESCRIPTIONS

The following task descriptions are intended to be general and may apply to engineering services, preliminary and final design, engineering during construction, and other technical support services for various projects and operational needs, and may include but shall not be limited to the following.

1. Water and Recycled Water Engineering Design Services
 - a. Preliminary Design
 - i. Prepare preliminary design reports (PDRs) for pipeline, pump station, tank, and other projects, as needed. PDRs and associated activities may include, but are not limited to, the following tasks:
 - Design assumptions and calculations.
 - Pipeline alignment studies.
 - Easement acquisition.
 - Coordination with applicable jurisdictional agencies to ensure compliance with respective requirements.
 - Evaluation of materials/equipment.
 - Comprehensive assessment of power/electrical requirements.
 - Corrosion/Cathodic Protection requirements.
 - Seismic repair/upgrade analysis.
 - Field investigation.
 - Permitting.
 - Traffic Control.
 - Electrical, instrumentation, and control preliminary design and assessment.
 - Evaluation of project alternatives.
 - Construction methodology.
 - Construction cost analysis of each alternative.
 - Recommendations on design and construction methods.
 - Development of preliminary design drawings and specifications.
 - b. Final Design
 - i. The District will require construction plans and specifications for Final Design, including demolition, grading, civil, mechanical, electrical, instrumentation and control, structural, plan and profile sheets, general sheets, title sheet, details, etc.

- ii. Plans shall include all record information regarding utilities, obstructions, and appurtenant data.
- iii. Prepare complete specifications and other construction contract documents required for competitive bidding of the proposed construction work.
- iv. Meet with District staff after design documents have been reviewed. Resolve and incorporate District comments into design documents.
- v. Design of associated facilities in accordance with all provisions of permits from applicable agencies with jurisdiction over the project site.
- vi. Prepare Construction Cost Estimates and Life-Cycle Cost Analysis.

2. Planning Studies, System Optimization and Hydraulic Modeling Services

- a. Perform technical and system optimization studies for District's distribution and collection systems.
- b. Perform transient (surge) analyses of District's existing and proposed facilities.
- c. Services requested may include but shall not be limited to the following.
 - i. Updating (e.g., facilities, demands, etc.) and calibrating the District's models.
 - ii. Performing fire flow analyses.
 - iii. Sizing facilities and determining infrastructure improvements for new development and proposed capital improvements.
 - iv. Performing hydraulic analyses for facility shutdowns and risk threat assessments.
 - v. Performing hydraulic analyses for water age and water quality (disinfectant residual).
 - vi. Preparing technical memorandums summarizing evaluation and review of model results.

3. Structural Engineering Services

- a. Perform structural and seismic assessment of all District facilities, including but not limited to, steel tanks, concrete structures, equipment buildings, roofing, pipelines, bridges, etc.
- b. Perform load calculations for various District pipelines and structures

4. Corrosion Engineering Services

- a. Provide design services in the review and preparation of corrosion protection system drawings and specifications. Provide corrosion protection design and specifications for District projects and facilities, review data related to corrosion failure of existing facilities and make recommendations for remedial action.
- b. Monitor, test, and review test data from existing cathodic protection systems.
- c. Perform corrosion control and/or cathodic protection assessments for potable

water and recycled water infrastructure, including tanks, reservoirs, pump stations, and pipelines. These assessments may include tank coating and pipeline failure assessments, including preventative assessments.

- d. Provide consulting services for design and inspection of exterior and interior painting and coating systems for existing and proposed water facilities. Services to be provided shall include certified NACE corrosion/coating engineers and inspectors with proper equipment to design, inspect, and assess the condition of painting/coating/cathodic protection systems for existing and proposed water facilities.

5. Environmental Compliance and Permitting Services

- a. Provide consulting and engineering services for Initial Study of Environmental Impact, Comprehensive Environmental Impact Report, Spill Containment and Prevention Systems, Environmental Compliance Audits, Asbestos Survey and Remediation, Environmental Site Assessments, Surface Water Quality Issues, and other environmental compliance tasks.
- b. Provide technical support for project applications requiring regulatory compliance and permit development and processing.
- c. Coordinate with applicable agencies involved with the project, including the preparation of the comprehensive permit plan and preparation/filing of permits on behalf of the District.

6. Land Surveying and Real Property Services

- a. Research and add to base mapping, all property ownership information including public right-of-way (ROW), utility easements, private property limits, temporary construction easements, etc., as they relate to the proposed facilities. Research all proposed ROW improvements and show future ROW limits, if any.
- b. Prepare plats and legal descriptions for property or easement acquisitions.
- c. Provide Title Reports for property or easement acquisitions.

7. Water Quality and Treatment Services

- a. Perform water quality evaluations and services related to potable water and recycled water supply programs.
- b. Perform studies for existing, new, and alternative disinfection systems and facilities to support existing operations and planned capital improvement projects.
- c. Prepare Water Quality Management Plans and Storm Water Pollution Prevention Plans.

8. Subsurface Utility Engineering Services

- a. Provide civil engineering, surveying, and surface geophysical and vacuum excavation services to determine and interpret the presence of subsurface utilities within a project area.
- b. Advise the District of utility risks and recommend an appropriate quality level of utility data for a given project area, accounting for items such as type of project, expected utilities, available rights-of-way, and project timetables.

9. Electrical, Instrumentation and Control Services

Provide consultation, engineering, and design services on modification, upgrade, and replacement of existing electrical systems, including motor control centers, motor starters, and electrical panels, and instrumentation and control systems, including SCADA systems.

10. Architecture and Landscape Architecture / Irrigation Services

- a. Provide consulting services for architectural design, architectural renderings, line-of-sight analyses, building sections, code interpretation issues and other architectural related issues.
- b. Provide consultation and landscape architectural and irrigation systems design services for existing and new District facilities, including customer installed recycled water retrofit projects. Provide consulting services for landscape installation inspection services and irrigation system design and inspection.

11. Private Development Plan Checking

Perform plan checking for developments, including the assessment of potable water and recycled water infrastructure for compliance with District standards.

12. Standards, Guidelines, and Recycled Water Engineer's Reports

- a. Update District's standard specifications and standard drawings for potable and recycled water systems.
- b. Prepare Engineer's Reports, per District and State standards, for recycled water system installations and retrofits.

13. Emergency Repair assessments

Perform emergency repair assessments as needed due to existing (and potential) emergency conditions requiring immediate repair, replacement, or rehabilitation of District facilities.

14. Construction Management & Inspection Services

- a. Participate in routine construction meetings.
- b. Review shop drawings and other submittals for strict conformance with contract documents.
- c. Prepare routine reports documenting status of project budget and summary of activities.
- d. Review change order requests submitted by construction contractor and develop a statement regarding merit of contractor's request.
- e. Prepare responses to design-related Requests for Information (RFI) and Requests for Clarification (RFC)
- f. Prepare revisions to contract drawings and specifications to resolve conflicts.
- g. Provide inspection services for District's potable and recycled water and sewer capital facility improvements and developer installed improvements.
- h. Provide specialty inspectors, as requested.

- i. Assist construction contractor and District's representative in start-up and commissioning of the various facility improvements, as directed by District.
 - j. Assist in the development of project punch lists and coordinated delivery of project-related documentation, including warranties, guarantees, and operations & maintenance manuals.
 - k. Prepare record drawing set based on the red-line drawings submitted by the construction contractor. Record drawings shall be prepared in the latest version of AutoCAD (or version agreed to by District staff) and PDF formats.
 - l. Perform constructability review in support of various District projects.
15. Grant Administration Services and Program Management
- a. Provide administrative services associated with meeting the documentation and reporting requirements of the grant.
 - b. Provide program management ensuring coordination across multiple projects and fellow agencies, District Board, or public.

ATTACHMENTS

1. Recycled Water Connection Pipeline Project Description:
PVCWD Grant Proposal – Recycled Water Connection Pipeline
2. Private Reservoir Project Description:
PVCWD Grant Proposal – Private Reservoir Program



121 N. Fir Street, Unit G
Ventura, CA 93001
PHONE 805.947.4971

To: Pleasant Valley County Water District
Attention: Jared Bouchard
General Manager

From: MKN

Date: January 20, 2022

Re: PVCWD Grant Proposal – Recycled Water Connection Pipeline

PROJECT BACKGROUND

On January 25, 2021, the City of Oxnard (City) City Council authorized staff to award a \$13.7M contract (Bids dated 12/17/2020) for construction of the Hueneme Road Recycled Water Pipeline – Phase II, which consists of a 24-inch HDPE pipeline located along Hueneme Road from Olds Road to Wood Road. The total length of the pipeline is 15,585 feet, consisting of 8,935 feet in paved areas and 6,650 feet in unpaved areas. The total cost per linear feet of the project is approximately \$879/ft. The project is currently projected to be completed in Summer 2022.

Pleasant Valley County Water District (District) will be the final customer along this extension. The City pipeline will terminate at the District's 24-inch distribution system pipeline, located within Wood Road. With this extension complete, the District will be able to receive up to 4,000 AFY of recycled water from the City, with daily flows reaching values of up to 2,500 gpm.

Separately, it is estimated that the Conejo Creek Diversion has an additional 1,000 to 2,000 AFY of surface water available for harvest.

A lack of storage and insufficient pipeline capacity within PVCWD system due to a bottle neck in current pipe configuration constrains the abilities to harvest additional Conejo Creek flows and receive City recycled water and adequately wheel excess flows to UWCD's PTP system.

PROJECT NEED

To maximize the use of both the City's recycled water and the Conejo Creek water, both within the District's service area and adjacent United Water Conservation District's (UWCD) Pumping Trough Pipeline (PTP) system, a new pipeline is required to be constructed. The pipeline will require two components:

- **Segment 1: PTP Connection.** A 24-inch from the District distribution system along Wood Road to a connection point on the PTP, approximately 3,400 feet to the west along Laguna Road. This portion would be the responsibility



of UWCD and would be completed in coordination with the District. The connection would include a control facility that ensures proper flows and quality are delivered to meet both District and UWCD requirements.

- **Segment 2: PVCWD Interconnection.** To provide hydraulic capacity for Oxnard recycled water to serve the entire District system and provide for potential Conejo Creek diversions to be delivered to the PTP, a new 24-inch is anticipated to interconnect the two main District transmission mains. This requires an estimated 24-inch pipeline from Wood Road to the east, approximately 5,300 feet along Laguna Road.

The goal of this project is to create a more effective and efficient PVCWD distribution system by connecting the east and west zones of the District's service area and connecting the District to the adjacent UWCD PTP system. The project will provide two immediate benefits: 1) more effective usage and distribution of the City's recycled water and 2) the ability to harvest additional Conejo Creek water.

For agricultural water users, an increase in water quality is linked with a decrease in water usage. With the implementation of this project, more customers will benefit from high-quality water thus increasing conservation impacts. With the current design of the PVCWD system, the high-quality water is limited to the west zone of the District's service area. In a similar fashion, this project will allow for an increase in the volume of water that can be harvested from the Conejo Creek when it is available. Currently, much of this water is stranded due to the inability to effectively wheel the large volumes through the system to meet demands.

Figure 1 provides an overview of the general project location.

PROJECT APPROACH

The project will be completed in the following phases:

1. **Phase 1 – Concept Level.** This phase will include hydraulic modeling of both the PVCWD and PTP systems to determine maximum flows, pipe sizing, and controls. This phase will also include a 30% design covering permitting, project costs, pipe materials, easements required, UWCD agreement framework, geotechnical, field surveying, and environmental and preliminary design drawings. The findings of the evaluation will be summarized in a Preliminary Design Report.

The concept level analysis will also confirm the required pipe size, which may be reduced based on this evaluation. In addition, the analysis will estimate the quantity of recycled water and Conejo Creek Diversions that can be supplied as a result of this pipeline. ***This is a critical step to calculating the rate of return on this infrastructure investment.***

2. **Phase 2 – Detailed Design.** This phase will include final detailed design (75%, 100%, and Issue for Construction), execution of necessary agreements, and acquisition of easements (as required).
3. **Phase 3 – Construction.** This will include procurement of a contractor and completion of project construction.

PROJECT BUDGET AND SCHEDULE

Table 1 and Table 2, the *Supplemental Project Questionnaire for SGM Grant Application Project Evaluation*, will summarize the estimated project budget and schedule for each phase.

The costs presented in **Table 1** and **Table 2** reflect a conservative estimate as the blended costs from the Oxnard project were constructed partially in public right of way requiring road repairs. ***The Phase 1 Conceptual Analysis will determine if the pipeline can be constructed entirely on private easements which could reduce the project cost significantly.***

DISCUSSION FOR PROJECT CHECKLIST

Project Map:

See attached Figure 1 for project map.

Benefits for DAC, SDAC, and Underrepresented Communities:

The PVCWD project provides multiple benefits to DAC and SDAC block groups. As noted in **Figure 2**, included as an attachment, the project site is in close proximity to both DAC and SDAC groups as defined by the ACS:2014-2018 and State DAC Mapping Tool. This project will serve to deliver higher quality water and provide more reliable water sources to agricultural entities in the area, these DAC, SDAC, and Underrepresented Communities will benefit from continued employment opportunities. Without a reliable source of reasonably priced source water, these agricultural activities would not be economically viable in the area. Furthermore, with this project, both Conejo Creek diversions and Oxnard PURE water can be delivered to the entire PVCWD system and UWCD PTP system. These new water sources help to strengthen water supply source reliability and quality and stabilize costs in the Oxnard plain for the purveyors that supply these DAC, SDAC, and Underrepresented Community groups.

Outreach:

The District has had several discussions with UWCD to gauge interest and the City to confirm source water reliability. Regular meeting with PVCWD customers, UWCD, and City of Oxnard will be held throughout the pre-planning, planning, design, and construction phases.



121 N. Fir Street, Unit G
Ventura, CA 93001
PHONE 805.947.4971

To: Pleasant Valley County Water District
Attention: Jared Bouchard
General Manager

From: MKN

Date: January 20, 2022

Re: PVCWD Grant Proposal – Private Reservoir Program

PROJECT BACKGROUND

The Pleasant Valley County Water District (District) has access to various water sources that are readily available during rain events (i.e. Conejo Creek Diversions). However, during and for a short period directly following these rain events, demand within the District system is depressed. The District maintains storage (approximately 250 AF) but is limited to operational storage as typical daily demand is approximately 50 to 60 AF. A portion of District pumpers maintain onsite private storage which is not controlled by the District. While a formal accounting of this storage has not been completed, it is estimated to be on the order of 100 AF.

PROJECT NEED

To utilize this available water following rain events, it is necessary to store and retain the water until demands return. An expedited means of capturing this available water is twofold: (1) optimize the use of private storage which already exists in the system reducing the need for new District infrastructure, and (2) create a program by which pumpers are encouraged to use their storage or potentially build expanded or new storage.

In addition to meeting the needs of capturing and utilizing winter flows, the project will serve the dual purpose of achieving land fallowing. Utilizing a depth of 5 feet, 20 AF of storage corresponds to approximately 4 acres of land. A program target of 200 AF would correspond to approximately 40 acres of land fallowing.

PROJECT APPROACH

The project will be completed in the following phases:

Phase 1 – Program Development

An Onsite Storage Program is envisioned to better utilize pumper storage and maximize the use of these water sources, which in turn reduces dependence on pumping within the Pleasant Valley Basin. An overview of this program is provided as follows:



1. **Outreach.** Prepare outreach materials and solicit participation in a pilot program.
2. **Develop Database.** Create a database of existing private storage volume, storage area and available infrastructure. Develop a map overlaying infrastructure and customer demands with existing storage. In addition, summarize the historical pumping from customers with private storage which will serve as a baseline for the program.
3. **Create a Program Framework.** Prepare a program framework outlining the policy, implementation, and oversight of the program.
4. **Project Cost and Benefits.** Calculate the “new” water that could be captured by use of the storage. Estimate the cost of a typical installation and determine the corresponding reduced rate that could be offered to pumpers for participating in the program.
5. **Establish a Pilot Program.** Utilizing the information prepared in the previous steps, develop a pilot program for one to two customers. Identify the data that will be collected, duration of the pilot and anticipated results. Construct the necessary facilities to support the pilot, conduct the pilot, and gather data/results.

Phase 2 – Program Work Plan

Following the results of the pilot program, prepare an implementation plan which estimates feasible and willing sites for the program, total program costs, project schedule and potential pumping offsets as a result of the program.

Phase 3 – Program Implementation

This phase represents execution of agreements with specific pumpers participating in the program and construction efforts to install necessary instrumentation. The District would be required to invest in level and flow instrumentation to monitor usage of the private storage, communications, and agreements with the pumpers.

PROJECT BUDGET AND SCHEDULE

Table 1 and **Table 2**, the *Supplemental Project Questionnaire for SGM Grant Application Project Evaluation*, will summarize the estimated project budget and schedule for each phase.

DISCUSSION FOR PROJECT CHECKLIST

Project Map:

See attached **Figure 1** for project map.

Benefits for DAC, SDAC, and Underrepresented Communities:

The PVCWD project provides multiple benefits to DAC and SDAC block groups. As noted in **Figure 2**, included as an attachment, the project site is in close proximity to both DAC and SDAC groups as defined by the ACS:2014-2018 and State DAC Mapping Tool. This project will serve to deliver higher quality water and provide more water sources to agricultural entities in the area, these DAC, SDAC, and Underrepresented Communities will benefit from continued employment opportunities. Without a reliable source of reasonably priced source water, these agricultural activities would not be economically viable in the area. These new water sources help to strengthen water supply source reliability and quality and stabilize costs in the Oxnard plain for the purveyors that supply these DAC, SDAC, and Underrepresented Community groups.

Outreach:

Preliminary outreach to the District’s customers has already taken place to gauge general interest for participation. Regular meeting with PVCWD customers and communications with the public interest groups will be held throughout the planning, pilot, and implementation phases.

ATTACHMENT B

ATTACHMENT B

TASK ORDER CONSULTING SERVICES AGREEMENT

THIS AGREEMENT No. **XX-XX-XXXX** is made and entered into to be effective this **[DAY]** day of **[MONTH]**, 2020, by and between:

PLEASANT VALLEY COUNTY WATER DISTRICT, a public water district organized pursuant to California Water Code § 30000 et seq., (hereinafter referred to as “**District**”);

AND

[CONSULTANT]
[ADDRESS]
[CITY], CA [ZIP]

(Hereinafter referred to as “**Consultant**”)

WITNESSETH:

WHEREAS, District desires to retain Consultant to perform **[INSERT SERVICES]** (Services) for the District’s **[PROJECT NAME]** (the “Project”); and

WHEREAS, District has adopted procedures and guidelines for the selection of professional services and has proceeded in accordance therewith to select Consultant to perform this work; and

WHEREAS, Consultant has the expertise, experience and personnel necessary to provide the Services.

WHEREAS, District, acting through its General Manager, has negotiated with Consultant and the Board of Directors of the District has approved the negotiated fee for said services as reasonable.

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

TERMS:

1. Scope of Work. Consultant agrees to furnish all labor, materials, tools, equipment, and incidentals necessary to fully and competently complete Services for the Project. The Scope of Work will be determined by the District on an as-needed basis and presented to Consultant as an individual Task Order. Consultant shall perform the Services at the direction of the District and as generally set forth in the Scope of Work (Attachment "A") and as more specifically set forth in each individual Task Order. A sample Task Order Authorization form is set forth in Attachment "C".
 - 1.1 Consultant acknowledges that District may enter into agreements similar to this Agreement with other consultants. It is understood and agreed that a Task Order may be awarded to the Consultant most qualified in the District's opinion to provide the services set forth in a Request for Task Order Proposal issued by District to its Task Order consultants.
 - 1.2 Task Orders

Prior to beginning work on a Task Order, District and Consultant shall execute a written Task Order. Each Task Order shall include a Scope of Work detailing all activities or work reasonably anticipated as necessary for successful completion of each task presented by the District, a Fee Schedule, a Time Schedule, and a not-to-exceed amount. Compensation for each Task Order shall be in accordance with the Fee Schedule attached as Attachment "B" to this Agreement.
2. Project Team. In accordance with the criteria set forth in the District's Request for Proposal No. XX-XX-XXXX, Consultant was selected based on the qualifications, skills, and experience of its key personnel identified in its proposal dated_. More specifically, Consultant agrees to utilize_, as the dedicated Program/Project Manager to carry out the Project. Consultant shall provide District with written notice of any proposed change in key personnel at least thirty (30) days in advance of any change in key personnel. The District shall have the right to approve/disapprove any replacement personnel assigned to the Project and will do so in writing. District reserves the right to terminate the Agreement in accordance with Section 15 of this Agreement, if Consultant cannot provide an equally qualified replacement for any key personnel, as determined solely by the District.
3. Standard of Care.
 - 3.1 Consultant shall perform, and require all its subcontractors to perform, all Services under this Agreement in a skillful and competent manner, in accordance with professional standards of skill, care and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Services of a similar nature, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents that it is skilled in the professional calling necessary to perform the Services and will maintain such professional skill throughout the course of providing Services.

3.2 Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.3 Consultant shall be responsible for the professional quality, technical accuracy, completeness and coordination of Services, it being understood that the District will be relying on such professional quality, accuracy, completeness, and coordination in utilizing Services.

Consultant shall perform, at its own costs and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. District shall report such deficiencies in writing to Consultant.

3.4 Consultant understands that it shall be subject to a performance evaluation during the course and completion of this Agreement. A sample of the performance evaluation is attached as Attachment "D".

4. Laws and Regulations.

Consultant shall keep itself fully informed of, and in compliance with, all local, state and federal laws, codes, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notice required by law. Consultant shall be responsible for ensuring that plans and specifications prepared under this Agreement reflect the most recent laws, codes, rules and regulations affecting the Project. Consultant shall be liable for all violations of such laws, codes, and regulations in connection with Services. If the Consultant performs any work knowing to be contrary to such laws, codes, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs, arising therefrom.

5. **Discrimination.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

6. **Competitive Bidding.** Consultant shall ensure that any plans, specifications, studies, or reports, prepared, required, or recommended under this Agreement allow for competitive bidding. Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by written justification that has been approved in writing from District. Consultant shall submit this written justification to the District prior to beginning work on such plans, specifications, studies or reports. Whenever, Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to Project.

7. **Term.** This Agreement shall be effective on the date stated above. Unless otherwise terminated, this Agreement shall be effective for issuing and completing Task Orders for no more than thirty-six (36) months from date of execution (Contract Duration) with an option for the District to extend the Agreement for two additional renewal terms of 12 months each. The time performance of any Task Order shall be set forth in the Task Order and shall

not exceed the Contract Duration.

The District may exercise the options to extend the initial 36-month term of this Agreement by providing written notice to the Contractor no later than 30 days prior to the expiration of the initial term. The total duration of this Agreement, including the exercise of any option under this clause, shall not exceed five (5) years.

8. Compensation.

8.1 Contract Amount. District shall compensate the Consultant for performance of all Professional Services rendered in accordance with this Agreement, in a total amount not to exceed \$[insert amount] (Contract Amount). However, by entering into this Agreement, District does not guarantee to Consultant that District will issue Task Orders under this Agreement

8.2 Fees. The Consultant shall be entitled to compensation for Services performed under this Agreement, based on the Fee Schedule provided in Attachment "B", and as set forth in each Task Order issued under the Agreement. For the duration of this Agreement, the Consultant shall not be entitled to fees which exceed those shown in the Fee Schedule.

8.3 Consultant shall promptly notify the District in writing if at any time the Consultant has reason to believe the proposed budget for any work item will be insufficient to complete the Services. Any additional cost must be agreed to and approved by District in writing in advance of Consultant incurring additional time or materials. District is not responsible for costs incurred without prior written approval.

8.4 Payment of Compensation. Consultant shall submit invoice to District for Task Order Services provided on a monthly basis. Invoices shall indicate the dates and hours of Services and include a detailed description of the tasks performed and the costs incurred during that billing period using the formats provide by District. The invoice shall be prepared in a format that allocates hours worked in accordance with Fee Schedule included in individual Task Orders. Personnel rates shall be no greater than the rates set forth in Attachment "B". Each invoice must be prepared on company letterhead and list the District's Contract Number.

Consultant's invoices shall be accompanied by supporting documentation including, but not limited to, paid receipts and invoices to validate the charges for each invoiced item.

Reimbursement for travel and meal expenses shall not exceed the District's Travel Policy. Incomplete invoices (i.e. not submitted in District format or invoices that contain errors or discrepancies) shall be returned to the Consultant.

- Other Direct Costs are Consultant's actual costs for the items listed in Fee Schedule.
- Consultant's markup on Other Direct Costs is 5% of the actual cost.
- Consultant's markup on Subconsultant Cost is 5% of the actual cost.

8.5 Payments. Upon District's approval of Consultant's invoices, payment shall be made to Consultant within 30 days and in the amount of one hundred percent (100%) of the invoiced amount. If District determines that the work under this Agreement or any specified task in a Task Order's Scope of Work is incomplete, or that the amount of the payment is in excess of the amount considered by the District to be reasonably earned

for work properly completed, then the District, at its discretion, retain an amount not to exceed five percent (5%) of such invoice. Any withheld retention shall be delivered to Consultant upon satisfactory completion of the work performed hereunder and issued with the final payment under this Agreement for such work.

- 8.6 Prevailing Wage. For public works projects greater than \$1000, Consultant shall pay the general prevailing rate of per diem wages to all workers employed on contracted projects as established by the California Department of Industrial Relations.

9.0 Indemnification.

- 9.1. To the extent permitted by law, Consultant agrees to indemnify, including the cost to defend, District and its directors, officers, employees and authorized volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the District; and does not apply to any passive negligence of the District unless caused in part by the Consultant.
- 9.2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless District, its directors, officers, employees and authorized volunteers from and against all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the Work (including the furnishing of materials), including but not limited to claims by the Consultant, Consultant's employees and any subconsultants for damages to persons or property, except for damages resulting from the willful misconduct, sole negligence or active negligence of District, its directors, officers, employees, or authorized volunteers.
- 9.3 Contractor's obligation to indemnify, defend and hold harmless, but is not limited to, any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation or alleged violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor.
- 9.4. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or any of its directors, officers, employees, or authorized volunteers, with legal counsel reasonably acceptable to District. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or any of its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings for which Consultant is obligated to defend, indemnify and hold harmless District, its directors, officers, employees and authorized volunteers under this Agreement.
- 9.5. Consultant shall reimburse District or its directors, officers, employees, and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District or its directors, officers, employees, or authorized volunteers.

10. Labor Code

By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Consultant shall provide a Waiver of Subrogation Endorsement – Workers' Compensation form as proof that the insurer waives its rights of subrogation against the District, its Engineers, Directors, Officers, Agents and Employees, as determined by the District.

11. Insurance

Prior to execution of this Agreement, and at any time thereafter on request, Consultant shall provide certificates of insurance and endorsements evidencing the insurance coverage required herein along with a copy of the CGL (defined below) declarations or endorsement page listing all policy endorsements (attached as Attachment "E"). District may also, at any time, request submittal of policies and policy endorsements acceptable to District evidencing the required coverage and limits.

Limits. Consultant shall provide and maintain at all times during the performance of this Agreement (1) Commercial General Liability ("CGL") insurance; (2) Automobile Liability insurance; (3) Workers' Compensation and Employer's Liability insurance; and (4) Errors and Omissions ("E&O") liability insurance as follows:

11.1 Commercial General Liability. Each CGL policy shall identify the District, its affiliated organizations and its and their respective officers, directors, trustees, employees, agents, consultants, attorneys, successors and assigns (collectively, the "Covered Parties") as additional insured, or be endorsed to identify Covered Parties as additional insured using a form acceptable to the District and as further described in Section 6.6 below. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Each CGL policy shall have liability coverage limits of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If CGL or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

11.2 Automobile Liability. Each Automobile Liability policy shall require coverage for "any auto" and shall have limits of at least \$1,000,000 for bodily injury and property damage, each accident, and shall use ISO policy form "CA 00 01," including owned, non-owned and hired autos, or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the CGL policy described above. Automobile Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement and all coverage required

herein shall be maintained after the term of this Agreement so long as such coverage is reasonably available.

- 11.3 Workers' Compensation/Employer's Liability. Consultant shall cover or ensure the existence of coverage under the applicable laws relating to Workers' Compensation insurance, all of their employees employed directly by them or through subconsultants at all times in carrying out the Work contemplated under this Agreement, in accordance with the "Workers' Compensation and Insurance Act" of the California Labor Code and any amendatory Acts. Consultant shall provide Employer's Liability insurance with limits of at least \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

By Consultant's signature hereunder, Consultant 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 that Consultant will comply with such provisions before commencing Work under this Agreement. Upon the request of District, subconsultants must provide certificates of insurance evidencing such coverage.

- 11.4 Errors and Omissions. Each E&O policy shall have limits of at least \$2,000,000 per claim and \$2,000,000 aggregate. E&O insurance and endorsements shall be kept in force at all times during the performance of this Agreement and all coverage required herein shall be maintained after the term of this Agreement so long as such coverage is reasonably available. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

- 11.5 Excess Liability (if necessary). The limits of insurance for CGL and automobile insurance required in this Agreement may be achieved through any combination of primary and excess or umbrella insurance policies and shall apply above the other liability policies, and "follow form" providing coverage at least as broad as coverage provided in the underlying policies.

11.6 Required Provisions.

For the Commercial General Liability policy, District, its affiliated organizations, and its and their respective directors, officers, trustees, employees, agents, consultants, attorneys, successors and assigns (collectively, the "Covered Parties") are to be given insured status at least as broad as ISO endorsement CG 2010 11 85: or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 (or earlier edition date) specifically listing all of the parties by name or contain language that additional insureds are included "as required by contract". The coverage shall contain no special limitation on the scope of protection afforded to the Covered Parties.

The automobile policy shall identify the Covered Parties as additional insured, or be endorsed to identify the Covered Parties as additional insured using a form acceptable to the District. Coverage for additional insured shall not be limited to vicarious liability.

12. Ownership of Materials and Confidentiality

12.1 Ownership of Documents. Once Consultant has received any compensation for Services, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to Services, including the design of the Project, shall be the property of the District. District's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. District's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether this Agreement is terminated by the completion of the Project, or in accordance with other provisions of this Agreement.

Notwithstanding any other provisions of the Section or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications. Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by Consultant, provided that the service rendered by Consultant was not a proximate cause of the damage.

12.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either provided to or created by Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs/images of the Project, or any publicity pertaining to Services or the Project in any magazine, trade paper, television or radio production or other similar medium without the prior written consent of District.

13. Independent Contractor

Consultant agrees to furnish Services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of the District.

14. Safety

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

15. Termination

15.1 Termination For Convenience. District may at its sole option and for its convenience

terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to Consultant, and specifying the effective date, thereof, at least seven days before the effective date of such termination. Such notice shall be delivered by certified mail with return receipt for delivery to the District. After termination of this Agreement, Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Services under this Agreement. For Services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Services performed before the effective date of the termination. After filing of documents and completion of performance, the Consultant shall deliver to District all documents or records related to the Consultant's Services. By accepting payment for completion, filing and delivering documents as called for in this Section, the Consultant discharges District of all of the District's payment obligations and liabilities under this Agreement.

15.2 Termination for Default. If Consultant fails to satisfactorily perform any obligations required by this Agreement, including failure to adhere to Time Schedule, the Consultant's failure constitutes a Default. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the District specifying the nature of the Default, the District may immediately cancel or terminate this Agreement. The rights and remedies of the District enumerated in this Section are cumulative and shall not limit, waive, or deny any of the District's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the District.

16. Notification of Delay

16.1 Notification. Consultant shall immediately notify the District in writing if the Consultant experiences or anticipates experiencing a delay in performing the Services with the timeframes set in the Time Schedule. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of delay. If in the opinion of the District, the delay affects a material part of the District's requirements for the Services, the District may exercise its rights under Section 15.2 of this Agreement.

16.2 Unforeseen Events. If delays in the performance of the Services as set forth in the Scope are caused by unforeseen events beyond the control of both Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Services; or other specific reasons agreed to between District and the Consultant; provided, however, that (a) this provision shall not apply and the Consultant shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Consultant; and, (b) that a delay caused by the inability to obtain materials shall not entitle the Consultant to an extension of time unless the Consultant furnishes the District, in a timely manner, documentary proof, to the District's satisfaction, of the inability to obtain materials.

17. Mandatory Non-binding Mediation

If a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

- 17.1 **Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.
- 17.2 **Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the American Arbitration Association (AAA) or any other agreed upon mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the mediator is selected from a list provided by AAA, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees; a list of three requested mediators marked in preference order, and a preference for available dates.
- 17.2.1. If AAA is selected to coordinate the mediation (Administrator), within ten (10) working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order, after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.
- 17.2.2. The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred, Mediator from the individual Parties' lists who is available to serve within the designated time frames.
- 17.2.3. If the Parties agree not to use AAA, then a mutually agreed upon mediator, date and place for the mediation shall be agreed upon.
- 17.3 **Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.
- 17.3.1. Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

17.3.2. Any agreements resulting from mediation shall be documented, in writing. All mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

18. Right to Audit.

18.1 Access. District retains the right to review and audit, and the reasonable right of access to Consultant’s and any subconsultant’s premises to review and audit the Consultant’s compliance with the provisions of this Agreement. District retains the right to inspect and photocopy same, and to retain copies, outside of the Consultant’s premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

18.1.2 Audit. District retains the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Consultant is in compliance with all requirements under this Agreement.

18.1.3 Cost Audit. If there is a claim for additional compensation or for Additional Services, the District retains the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

18.1.4 Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District’s request, the Consultant shall submit exact duplicates of originals of all requested records to the District.

18.1.5 Subconsultants. The Consultant shall include the provisions described in Section 18, in any and all of their subcontracts, and shall ensure that these sections are binding upon all subconsultants.

18.1.6 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Section 17 is the Consultant’s full compliance with the provisions of this Section 18 within sixty days of the date on which the City mailed a written request to review and audit compliance.

19. Miscellaneous

19.1 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. Each party to this Agreement has had an opportunity to review its terms with counsel of their choosing, and the provisions of this Agreement shall not be construed as against the preparing party.

- 19.2 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 19.3 Governing Law. This Agreement shall be interpreted according to the laws of the State of California.
- 19.4 Successors and Assigns. Consultant shall not delegate or assign its duties under this Agreement without the written consent of the District.
- 19.5 No Waiver. The failure of either party hereto to request performance in accordance with the terms of this Agreement shall not be deemed a waiver of the right to enforce the terms of this Agreement.
- 19.6 Conflict of Interest. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.
- 19.7 Modifications. This Agreement shall not be considered modified, altered, changed, or amended in any respect unless documented in writing and signed by both parties.
- 19.8 Attorneys Fees. If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
- 19.9 Signing Authority. Both District and Consultant do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute this Agreement for that party.
- 19.10 Headings. All article heading are for convenience only and shall not affect the interpretation of this Agreement.
- 19.11 Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.
- 19.12 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants, and other staff at all reasonable times.
- 19.13 Counterparts. This Agreement may be executed in counterparts, including by facsimile or electronic transmission, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- 19.14 Notices. Any notice required or permitted under this Agreement may be given by first class mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO DISTRICT:

General Manager

Pleasant Valley County Water District
154 S. Las Posas Rd
Camarillo, CA 93010

TO CONSULTANT:

[CONTACT NAME]
[CONSULTING FIRM]
[ADDRESS]
[CITY], CA [ZIP]

IN WITNESS WHEREOF, this Agreement has been executed in the name of the District, by its officers thereunto duly authorized, and the Consultant as of the date and year first above written.

“DISTRICT”

“CONSULTANT”

PLEASANT VALLEY COUNTY WATER DISTRICT

[CONSULTING FIRM]

Signed _____ Signed _____

By Jared Bouchard

By _____

Its General Manager

Its _____

District

ATTACHMENT

SCOPE OF WORK

DRAFT

ATTACHMENT "B"

FEE SCHEDULE

DRAFT

ATTACHMENT "C"

SAMPLE TASK ORDER AUTHORIZATION

DRAFT

ATTACHMENT "D"

PERFORMANCE EVALUATION

DRAFT

ATTACHMENT E

INSURANCE CERTIFICATES AND ENDORSEMENTS

DRAFT

ATTACHMENT C

**ATTACHMENT C
TASK ORDER AUTHORIZATION (SAMPLE)**

Consultant:	
Agreement:	
Task Order No.:	Date:
Pursuant to the Terms and Conditions of the Agreement referenced above, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical and supporting personnel required by this Task Order Authorization. Professional Services rendered under this Task Order Authorization shall be performed in accordance with Section 1 – Scope of Work of thereferenced Agreement.	
Part A	Scope of Services
Professional Services rendered under this Task Order shall be provided in accordance with Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as set forth below and as more fully described in the attached Scope of Services.	
Part B	Task Order Compensation
The total compensation for this Task Order Authorization shall not exceed \$___ for the Professional Services as described in Part A above and as set forth in the referenced Agreement for Consulting Services. Task Order Compensation shall be in accordance with the Fee Schedule (Attachment “B”) in the referenced Agreement and the approved cost estimate attached to this Task Order.	
Part C	Personnel Commitment
Personnel to be assigned for performance of the Services under this Task Order shall be in the number and classifications so identified in Attachment “B” of the Agreement.	
Part D	Time Sequence
All Professional Services to be performed under this Task Order Authorization shall be in accordance with the approved schedule attached to this Task Order. If no schedule is attached, the completion date for this Task Order is:	
Pleasant Valley County Water District	Consultant
Recommend for Approval:	I hereby acknowledge receipt and acceptance of this Task Order For:
Approved By:	By: _____
Jared Bouchard General Manager Pleasant Valley County Water District	Name: _____
Title	Title: _____
Date:	Date: _____