Request for Qualifications
for

COMPREHENSIVE WATER RESOURCES SUPPLY
AND OPTIMIZATION PLANNING SUPPORT

Date of Issuance:  June 28, 2019
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United Water Conservation District
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Figure 1. Map showing groundwater basins, UWCD boundaries, and major recharge and conveyance facilities

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1. Background

United Water Conservation District (United or UWCD) is requesting Statements of Qualifications (SOQs) from qualified consulting firms ("Proposers") interested in providing comprehensive water resources supply and optimization planning support to United. Following is a summary of a potential approach being considered by United for this effort, with more detail provided in Section 2 of this RFQ:

- Phase 1—Identify water-supply challenges and opportunities faced by United and other agencies/stakeholders within and adjacent to United’s service area (for the purpose of this RFQ, United’s service area and adjacent groundwater basins or watersheds are considered the “study area;” study area boundaries are somewhat flexible, and could be modified based on proposals received or at completion of Phase 1). Develop a scope of work (SOW) and collaboration approach for preparation of a comprehensive water resources supply and optimization plan (the Plan) for United that will complement (preferably in a synergistic fashion) with the plans/projects of other agencies in the region.

- Phase 2—Implement the collaboration effort developed in Phase 1, and conduct initial screening-level evaluation of projects and priorities identified by United and other agencies.

- Phase 3—Conduct feasibility-study level analysis of projects that passed Phase 1 screening, identify preferred alternatives, prepare draft and final versions of the Plan.

The potential sequence summarized above is provided only as a concept, or “framework,” for United’s goals for this comprehensive water resources supply and optimization planning effort. More details regarding specific tasks that could be performed are provided in Section 3 of this RFQ. However, both the sequencing of the planning effort and the specific tasks to be conducted may be modified based on input provided in SOQs received in response to this RFQ, or in response to stakeholder input provided after the planning effort has commenced.

1.1 United Water Conservation District History and Mission

UWCD is a public agency (i.e., a California special district) with a service area of approximately 335 square miles (214,000 acres) in southern Ventura County (see Figure 1, following Section 4 of this document). United’s service area includes a portion of the Santa Clara River Valley and much of the Oxnard coastal plain, including the lower part of the Calleguas Creek watershed. The developed areas of UWCD include agricultural, municipal, and industrial land, with prime farmland supporting high-value crops such as strawberries, avocados, row crops, lemons, and flowers. Approximately 400,000 people live within United’s service area, including residents of the Cities of Oxnard, Port Hueneme, Santa Paula, Fillmore, the east part of San Buenaventura (Ventura), and
unincorporated areas of Ventura County. The Cities of Camarillo and Santa Clarita border United’s service area to the east.

United serves as a steward for managing the surface water and groundwater resources within all or part of seven groundwater basins and subbasins within its service area. United is governed by a seven-person board of directors elected by region, and receives revenue from property taxes, pump charges, recreation fees, and water delivery charges. United is authorized under the California Water Code to conduct water resource investigations, acquire water rights, build facilities to store and recharge water, construct wells and pipelines for water deliveries, commence actions involving water rights and water use, prevent interference with or diminution of stream/river flows and their associated natural subterranean supply of water, and to acquire and operate recreational facilities (California Water Code, section 74500 et al).

United’s primary goal is to maximize the water resources of the Santa Clara Valley and Oxnard Plain utilizing the surface flow of the Santa Clara River and its tributaries for replenishment of groundwater. A variety of strategies and facilities have been developed over the years by United and other regional partners and stakeholders to provide for local demand while trying to reverse groundwater overdraft and seawater intrusion into coastal aquifers, and to balance this demand with increased need to provide water for environmental purposes. United is also a participant in development of the six Groundwater Sustainability Plans (GSPs) being prepared within its service area under California’s Sustainable Groundwater Management Act (SGMA).

1.2 Water Supply Sources

The primary sources of water supply within United’s service area today include (in order of decreasing quantity): groundwater pumped via wells, imported water from the State Water Project (SWP), natural surface–water runoff diverted from rivers and creeks, and recycled water from wastewater treatment plants (WWTPs).

Groundwater has been the most important component of the water supply in the watersheds of the Santa Clara River and Calleguas Creek since the early 1900s. Since the 1920s water users in the area have been concerned that increasing agricultural and municipal demand for groundwater could exceed natural replenishment rates (recharge), resulting in wells going dry. In 1927, the Santa Clara Water Conservation District (United’s predecessor agency) was established, and the practice of “conjunctive use” (artificial recharge of surface water during wet periods to increase the volume of groundwater available for withdrawal during dry periods) was implemented in the Oxnard (Forebay), Santa Paula, and Piru basins. In the 1930s, displacement of fresh water under the Oxnard coastal plain resulting from seawater intrusion was recognized as a potential future concern, and in the 1940s it became a reality, with declining groundwater levels measured throughout the area and seawater intrusion occurring near the coastline. These problems motivated the reorganization of the Santa Clara Water Conservation District into UWCD in 1950. A new partnership with the cities within United’s boundaries provided a much greater bonding capacity, allowing the construction of Santa Felicia Dam on Piru Creek,
new spreading grounds at El Rio, and a potable water system (O-H Pipeline) to deliver water to coastal areas threatened by seawater intrusion. United’s artificial recharge rates on the Oxnard coastal plain have increased from an average of 23,000 acre-feet per year (AF/yr) during the 1950s to over 50,000 AF/yr in the 2000s, with an additional 16,000 AF/yr delivered as surface water in lieu of pumping since the 1990s. This combination of increased recharge and delivery of surface water in lieu of groundwater extraction has raised groundwater levels and mitigated seawater intrusion in some areas and aquifers.

Water has been imported since approximately 1960 to the southern and eastern portions of United’s service area. Subsequent to approximately 1990, nearly all of this imported water has come from northern California via the SWP; prior to 1990, much to all of the imported water was supplied by Metropolitan Water District from other sources, including the Colorado River. Data provided by Calleguas Municipal Water District (CMWD) indicates that CMWD, Camrosa Water District, and the Cities of Camarillo, Oxnard, and Port Hueneme, typically have imported an average of about 22,000 AF/yr during the past few decades, primarily for municipal and industrial use. Other water districts import smaller quantities of surface water from CMWD or groundwater from adjacent basins into the study area as needed to supplement their local groundwater supply. United imports up to approximately 3,500 AF/yr of water from the SWP to Lake Piru or Castaic Lake (both are reservoirs), where it is released at optimal times for recharging groundwater in downstream basins. In recent years, United has purchased an additional 10,000 to 15,000 AF of SWP Article 21 water when available, storing it in Lake Piru or Castaic Lake for subsequent release and recharge. Imported water has also been a significant source of water supply to the Santa Clarita Valley Water Agency (and its predecessors). Santa Clarita is located immediately east and upstream of United’s service area; groundwater return flows and WWTP discharges from the Santa Clarita Valley area comprise a portion of the groundwater and surface water influx to United’s service area. It should be noted that Ventura is in the process of planning pipeline extensions that will allow it to import SWP water (“SWP Interconnection Project”), likely starting in the next few years.

Diverted surface water from the Santa Clara River, Conejo Creek, Piru Creek, and Santa Paula Creek also provides a portion of the region’s water supply. The surface water diverted from Santa Clara River consists of natural runoff, imported SWP water, and reclaimed wastewater, in various proportions. United has diverted water from the Santa Clara River at Saticoy at an average rate of approximately 65,000 AF/yr since 1991, when the Freeman Diversion was constructed. The diverted surface water artificially recharged in the Forebay area of the Oxnard basin and conveyed to the Oxnard and Pleasant Valley basins for agricultural use (in lieu of extracting groundwater) via the Pumping Trough Pipeline (PTP) and the Pleasant Valley Pipeline (PVP). Much smaller quantities of surface water have also been diverted from the Santa Clara River for agricultural use by other agencies or individuals within United’s service area. Diversions from Conejo Creek (~9,000 AF/yr) are nearly an order of magnitude smaller than diversion from the Santa Clara River. The watershed for Conejo Creek includes much of the Cities of Thousand Oaks and Camarillo, including their WWTPs. Streamflow in Conejo Creek occurs through
the dry months of the year, primarily due to the discharge of treated wastewater from the WWTPs. The contribution of treated wastewater to Conejo Creek has made it a reliable source for year-round diversions for irrigation supply. In 2002, the Camrosa Water District completed construction of the Conejo Creek Diversion project and began diverting surface water from Conejo Creek near Highway 101 in Pleasant Valley basin for agricultural use. A minimum of 6 cfs of flow must remain in the creek below this diversion for habitat maintenance purposes. Much of the remainder (~9,000 AF/yr) is diverted and conveyed to Pleasant Valley County Water District for irrigation. Total surface water diversions from Piru and Santa Paula Creeks are in the order of a few thousand AF/yr, and are used primarily for agricultural water supply. Although locally important, surface water diversions from Piru and Santa Paula Creeks do not comprise a significant portion of the total water-supply portfolio for the region.

Locally generated recycled water is expected to play an increasingly important role in the region’s water-supply portfolio. Oxnard and Port Hueneme have historically discharged their treated wastewater to the Pacific Ocean via an ocean-outfall, and Ventura has historically discharged its treated wastewater to the Santa Clara River estuary. In 2007, Oxnard began treating a portion of their wastewater via an advanced water purification facility (AWPF), and is developing plans to store this recycled water in underlying aquifers for future use. Ventura is developing similar plans. A few thousand AF/yr of recycled water could be available for indirect or direct potable reuse, with potential to expand water recycling to several thousand AF/yr. United has expressed interest in, and is in the process of permitting, artificial recharge of up to 5,000 AF/yr of this recycled water.

1.3 Water Supply Challenges

Demand for water within United’s service area, overall, is not likely to increase substantially in the foreseeable future, as most irrigable and developed areas are already in use, and conservation efforts have generally countered the effects of a growing population. However, as GSPs are implemented for each basin in January 2020 and January 2022 under SGMA, future extractions of groundwater in some basins within United’s service area may be capped at present levels, or even reduced, which would impact the supply vs. demand balance. Although none of the GSPs for local groundwater basins have been completed yet, the Fox Canyon Groundwater Management Agency (FCGMA) has released memoranda that suggest total groundwater extraction allocations in the Oxnard and Pleasant Valley basins may gradually be reduced over the next 20 years by up to 35 percent. In addition, the ability of water agencies in Southern California to continue importing water at current rates is uncertain, as a result of climate change and other potential future operational challenges for the SWP. Combined, these two sources of water (groundwater extractions and SWP imports) have provided the vast majority of water used within United’s service area.

The key driver for anticipated reductions in extraction allocations in the Oxnard and Pleasant Valley basins, which are considered by the California Department of Water Resources (DWR) to be “critically overdrafted,” is seawater intrusion. The confined aquifers in these basins are particularly vulnerable to seawater intrusion due to the
existence of two deep submarine canyons just offshore from Port Hueneme and Mugu Lagoon, where the aquifers crop out on the seafloor, allowing interchange of groundwater with seawater. Groundwater quality may also be degraded by chloride in isolated areas not directly affected by lateral seawater intrusion, due to upwelling of connate saline water from deeper formations or the compaction of marine clays within aquifers, usually as a result of declining groundwater levels.

Other groundwater basins in United’s service area are not considered by DWR to be critically overdrafted. However, they are all considered “high priority” under SGMA (primarily due to water quality or chronic lowering of groundwater elevations), except for Santa Paula basin. Santa Paula basin is ranked as “very low” priority by DWR by virtue of the fact that it was adjudicated prior to implementation of SGMA; however, similar groundwater concerns (water quality and chronic lowering of groundwater elevations) occur in Santa Paula basin and will eventually need to be addressed.

2. Scope Framework (Description of Anticipated Work)

This section describes tasks that United anticipates may be performed in order to complete the proposed comprehensive water resources supply and optimization planning effort and develop the Plan. However, these tasks are provided solely as guidance to Proposers so that they may better understand United’s overall goals for this effort. Proposers should feel free to recommend modification, deletion, or addition of phases and tasks in order to improve the process and yield a better end product (the Plan).

Proposers should note that United has a staff of hydrogeologists (including groundwater modelers), hydrologists, and engineers that can provide technical support as needed during development of the Plan. In addition, United presently has a calibrated numerical groundwater flow model for the Oxnard, Pleasant Valley, Mound, and East Las Posas Valley basins, and is expected to complete extension of that model to include the Santa Paula, Fillmore, and Piru basins by summer 2020.

Following is an initial scope framework to consider as a starting point for planning purposes:

**Phase 1—Collect information, engage stakeholders and partners, and develop a SOW for Plan preparation**

i. Review data and reports available from United and other agencies in study area to understand the current water-supply situation and concerns about the future supply options.

ii. Hold workshops with United and its partners/stakeholders/neighboring agencies in the area to understand their concerns about water supply, goals for water-supply planning, and opportunities for collaborative efforts to develop or optimize supply, storage, conservation, and multi-benefit projects.
iii. Document current and anticipated future water supply/demand challenges and potential projects under consideration to improve water supply in the region.

iv. Develop a recommended SOW and collaboration approach for preparation of a comprehensive water resources supply and optimization plan (Plan), to be developed in a subsequent phase of work.

**Phase 2—Screen/modify proposed projects from Phase 1 for potential inclusion in Plan**

i. Conduct initial screening of proposed projects (from Phase 1) for fatal flaws.

ii. Modify or eliminate potential projects with fatal flaws.

iii. Prepare concept-level summaries and ROM cost estimates for “surviving” projects, present to United and its partners/stakeholders.

iv. Develop ranking criteria and decision-making tool, in coordination with United. Some potential criteria may include (but should not be limited to):
   a. Costs (capital, operating, and per acre-foot)
   b. Quantity of water provided, enhancement of basin sustainable yield, water quality enhancement, other non-quantitative benefits or synergies
   c. Environmental impacts (positive and negative)
   d. Regulatory challenges or advantages
   e. Timeliness for project becoming fully operational
   f. Degree uncertainty regarding likelihood that project will achieve goals.

v. Develop “packages” of projects that could meet anticipated shortfall in water supply, improve water quality, and/or improve water-supply reliability; compare costs and benefits for each package

vi. Identify potential funding sources, both from local revenue sources and state or federal funding-support opportunities

**Phase 3—Prepare Plan**

i. Conduct feasibility-study-level evaluation of “surviving” projects or packages of projects from Phase 2 (Plan preparation should be conducted collaboratively with United, partners, and public stakeholders)

ii. Prepare Plan that describes forecasted water-supply situation, options for meeting demand, summary of considered projects, identification of
projects/packages most likely to achieve area-wide goals, cost/benefit analysis for projects and packages, potential funding sources, planning/permitting requirements, implementation timeline, stakeholder support, and other elements as needed

Project Management

i. Initial project setup (financial and administrative)

ii. Monthly progress reporting/billing

iii. Project closeout (financial and administrative)

3. SOQ Requirements

This section describes the requirements for responding to this RFQ.

3.1 United Contacts

All communications and questions concerning this RFQ must be submitted by email to either of the contacts identified below:

- John Lindquist – Senior Hydrogeologist (RFQ coordinator), JohnL@unitedwater.org
- Bob Siemak – Asst. General Manager, BobS@unitedwater.org

Contact with personnel of the United other than the above regarding this request for SOQ may be grounds for elimination from the selection process.

3.2 Content

Each firm submitting a SOQ shall include at a minimum, the following items:

1. **Introduction and Cover Letter:** Provide a 1- to 2-page cover letter describing your interest in this RFQ.
   
   a. Provide the name, address, phone number, and e-mail address of the primary contact person.
   
   b. Short summary of why your team should be selected.
   
   c. List any proposed sub-consultants.

2. **Statement of Qualifications:** Provide a 1- to 5-page summary of your company’s background and why the services it offers uniquely qualify it as a Proposer for the work described in this RFQ.

3. **Proposer’s Background:** Proposer must be skilled and regularly engaged in the general type of work called for in this RFQ. The Proposer’s experience shall be set forth and submitted, as follows:
a. Company Ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.

b. Number of employees, both locally and nationally.

c. Location of the office where the majority of the work will be done.

d. Project team organization chart (including subcontractors) and locations from which employees will be assigned. Summarize roles and responsibilities for each team member.

e. Name, address, e-mail address, and telephone number of the Proposer’s point of contact for this project.

f. Length of time Proposer has been providing services described in this RFQ. Please provide a brief description.

g. Resumes for key staff to be responsible for performance of any contract resulting from this RFQ.

4. **Negative History:** Provide a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable, within the last 5 years.

   If there is no information to disclose then, Proposer must affirmatively state there is no negative history.

   Failure to comply with the terms of this provision will disqualify any to submit a SOQ. United reserves the right to reject any SOQ based upon the Proposer’s prior history with the UWCD or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones, or other contractual failures.

5. **Client References:** Provide a minimum of three references from projects of similar size and scope of work performed in the past 5 years must be provided. Information provided shall include:

   a. Client name, client Project Manager, address, telephone number, and e-mail address. If client is not a government agency, please indicate the type of business.

   b. Type of service provided to client.

   c. Project title and description, including budget and final cost (under or over budget?).

   d. Project dates (starting and ending).

   e. Staff assigned to that project.

   f. Discuss final outcome.
6. **Proposed Approach to Achieve Project Goals:** Provide a narrative description (not to exceed 10 pages, excluding tables and figures) of Proposer’s recommended approach to achieve the project goals, including deliverables, assumptions, and deviations from the Scope Framework as described in Section 2. United recognizes that Phases 2 and 3 as described herein are somewhat dependent on results of Phase 1 of this effort. Therefore, the descriptions of Phases 2 and 3 of the scope framework are not expected to be comprehensive and explicit. Rather, the scope framework is expected to allow some flexibility in Phases 2 and 3.

7. **Estimated Project Schedule:** Provide a Gantt chart that illustrates the approximate schedule for completing the major tasks and submitting deliverables described in the proposed approach to the project, concluding with preparation of the final version of the Plan. Again, United recognizes that Phases 2 and 3 as described herein are somewhat dependent on results of Phase 1 of this effort. Therefore, the schedule and tasks during Phases 2 and 3 of the scope framework are not expected to be comprehensive and explicit.

8. **Fee Schedule:** Provide a fee schedule showing hourly rates for Proposer’s staff, as well as standard rates and markups for expenses, anticipated to support this effort, including anticipated rate increases throughout the expected duration of the project.

### 3.3 RFQ Schedule

The following table outlines the schedule for SOQ submittal, review, and potential contract award.

<table>
<thead>
<tr>
<th>RFQ Event</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>United issues RFQ</td>
<td>June 26, 2019, 5:00 PM</td>
</tr>
<tr>
<td>Deadline for clarification questions</td>
<td>July 12, 2019, 5:00 PM</td>
</tr>
<tr>
<td>United issues responses</td>
<td>July 19, 2019, 5:00 PM</td>
</tr>
<tr>
<td>Deadline for SOQ submission</td>
<td>July 26, 2019, 5:00 PM</td>
</tr>
<tr>
<td>United completes initial evaluation of SOQs</td>
<td>Aug. 2, 2019, 5:00 PM</td>
</tr>
<tr>
<td>Oral interviews conducted if warranted</td>
<td>Aug. 7-14, 2019</td>
</tr>
<tr>
<td>United staff recommendation to Board of Directors</td>
<td>Sept. 11, 2019</td>
</tr>
<tr>
<td>Award &amp; Contract Execution*</td>
<td>week of Sept. 16, 2019</td>
</tr>
</tbody>
</table>

* An agreement will not be binding or valid with United unless and until it is approved by United’s Board of Directors and executed by authorized representatives of United and of the Proposer.

United reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the RFQ Schedule of Events will be provided to all Proposers who comply with Section 3.6 (Intent to Submit SOQ).
3.4 Preparation Costs
United will not reimburse responding firms for any expenses incurred in preparing SOQs in response to this request.

3.5 Amendment and Cancellation
United reserves the unilateral right to amend this RFQ in writing at any time. United also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued, it will be provided to all Proposers complying with Section 3.6 (Intent to Submit SOQ). Proposers will be required to respond to the final written RFQ and any exhibits, attachments, and amendments issued by United.

3.6 Notice of Intent to Respond
Each Proposer who plans to submit a SOQ may register by email to United's RFQ contacts (Section 3.1). The email should indicate the Proposer's intent to respond to this RFQ and include:
- Proposer name
- Name and title of Proposer main contact
- Telephone and email address

Transmittal of the “Intent to Submit SOQ” email to United is recommended to ensure receipt of RFQ amendments, responses to Proposer questions, and other communications regarding the RFQ. The Intent to Submit SOQ is not to bind Proposers to submitting a SOQ.

3.7 Submittal Method
SOQs must be submitted to the RFQ Coordinator, John Lindquist, as listed above in Section 3.1, by the date and time listed above in Table 1.

Please provide five paper copies and an electronic copy (in PDF format) of the SOQ by mailing or hand delivery in a sealed envelope marked “SEALED SOQ FOR UNITED WATER CONSERVATION DISTRICT—DO NOT OPEN WITH REGULAR MAIL” to:

United Water Conservation District
Attn.: John Lindquist
108 N. 8th Street
Santa Paula, CA 93060

3.8 Other Requirements
Public Records Law
Materials submitted by Proposers are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.
Irregularities and Illegal Acts

All firms are required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: General Manager, District Legal Counsel, and the Chief Financial Officer. Contact information for these parties is provided on United’s Web site (www.UnitedWater.org).

Collusion

By submitting a response to the RFQ, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

Gratuities

No person will offer, give or agree to give any District employee or its representatives any gratuity or offer of employment in connection with the award of contract by United. No District employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity or offer of employment in connection with a District contract.

Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in United’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with United or in the employment practices of United’s contractors. Accordingly, all Proposers entering into contracts with United will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SOQ Withdrawal, Errors, and Amendment

To withdraw a SOQ, the Proposer must submit a written request, signed by an authorized representative, to United’s RFQ coordinator (provided in Section 3.1). After withdrawing a previously submitted SOQ, the Proposer may submit another SOQ at any time up to the deadline for submitting SOQs.
Proposers are liable for all errors or omissions contained in their SOQs. Proposers will not be allowed to alter SOQ documents after the deadline for submitting a SOQ.

United will not accept any amendments, revisions, or alterations to SOQs after the deadline for SOQ submittal unless such is requested by United.

**Incorrect SOQ Information**

If United determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that SOQ will be determined non-responsive, and the SOQ will be rejected.

**Assignment and Subcontracting**

The Proposer may not subcontract, transfer, or assign any portion of the contract without prior, written approval from United. Each subcontractor must be approved in writing by United. The substitution of one subcontractor for another may be made only at the discretion of United and with prior written approval from United.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFQ or using contractors for any service associated with this RFQ offshore (outside the United States).

**Licensure**

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. United may require any or all Proposers to submit evidence of proper licensure.

**Conflict of Interest and SOQ Restrictions**

By submitting a response to the RFQ, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of United as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFQ.

Notwithstanding this restriction, nothing in this RFQ will be construed to prohibit another governmental entity from submitting a SOQ, being considered for award, or being awarded a contract under this RFQ.
Contract Negotiations and Execution

After a review of the SOQ, United intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, United will open negotiations with the next ranked service provider.

If a Proposer indicates an offer of services in addition to those required by and described in this RFQ, these additional services may be added to the contract before contract signing at the sole discretion of United.

If the selected Proposer does not execute a contract with United within fifteen (15) business days after notification of selection, United may give notice to that service provider of United’s intent to select from the remaining Proposers or to call for new SOQs, whichever United deems appropriate.

Right of Rejection

United reserves the right, at its sole discretion, to reject any and all SOQs or to cancel this RFQ in its entirety. Any SOQ received that does not meet the requirements of this RFQ may be considered to be nonresponsive, and the SOQ may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable State laws and regulations. United may reject any SOQ that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

Proposers may not restrict the rights of United or otherwise qualify their SOQs. If a Proposer does so, United may determine the SOQ to be a nonresponsive counteroffer, and the SOQ may be rejected.

United reserves the right, at its sole discretion, to waive variances in SOQs provided such action is in the best interest of United. Where United waives minor variances in SOQs, such waiver does not modify the RFQ requirements or excuse the Proposer from full compliance with the RFQ. Notwithstanding any minor variance, United may hold any Proposer to strict compliance with the RFQ.

Disclosure of SOQ Contents

All SOQs and other materials submitted in response to this RFQ procurement process become the property of United. Selection or rejection of a SOQ does not affect this right. All SOQ information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of SOQs, the SOQs and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a SOQ, the Proposer acknowledges and accepts that the contents of the SOQ and associated documents will become open to public inspection.
Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of United and Proposers will be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

Rights of United in Summary

United reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all SOQs
- Issue subsequent RFQs
- Postpone opening SOQs, if necessary, for any reason
- Remedy errors in the RFQ process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the SOQs
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with United
- Refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

An agreement will not be binding or valid with United unless and until it is approved by United’s Board of Directors and executed by authorized representatives of United and of the Proposer.

4. SOQ Review, Evaluation and Selection

District staff shall review all SOQs to determine which Proposers have qualified for consideration. Submitted SOQs will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of SOQ
- Problem understanding
- Ability to meet the needs of the District
- Past experience and performance on comparable government engagements
- Experience of project team
- Results of interviews, demonstrations, etc., as applicable
- Fee schedule

Proposers should note that the pricing, while important, will not be the only deciding factor in the final selection, but rather the ability of the company to provide and perform the required duties as outlined above.
The District reserves the right, at its sole discretion, to request clarifications of SOQs or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure a full understanding of the SOQ. Discussions shall be limited to specific sections of the SOQ identified by the District and, if held, shall be held after initial evaluation of SOQs is complete. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing.
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Figure 1. Groundwater basins, UWCD boundaries, and major recharge and conveyance facilities
Figure 2. Map showing locations of selected agencies, districts, and cities in the study area.
Attachment A. Standard Professional Services Agreement
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AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on
______________, 20__, by and between the United Water Conservation District,
Ventura County, California, (hereinafter "UNITED"), and
_________________________ firm, (hereinafter "CONSULTANT").

RECITALS:

WHEREAS, UNITED desires to obtain professional design consultation
services in connection with the _________________________________ ("Project"); and

WHEREAS, UNITED has selected CONSULTANT to provide such services;
and

WHEREAS, CONSULTANT represents that it has the skills, experience,
license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT
to perform these services;

NOW, THEREFORE, based on the terms and covenants set forth herein,
UNITED and CONSULTANT mutually agrees as follows:

1. EMPLOYMENT

A. UNITED hereby employs CONSULTANT to perform and complete the
professional _____________________ services as set forth in Exhibit "A" ("Basic
Services"). CONSULTANT shall perform such professional services as set forth in
Exhibit “A” and shall furnish or procure the use of incidental services, equipment,
and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Services/
Basic Services set forth in Exhibit “A” shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within
the limits prescribed by UNITED, in a manner consistent with the level of care and
skill ordinarily exercised by other ________________ professionals under similar
circumstances at the time and in the vicinity its services are performed.

D. ______________________________ shall: (a) personally perform or
supervise the performance of services on a day-to-day basis on behalf of
CONSULTANT; and (b) maintain direct communication with UNITED's ______________ or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit A (Scope of Work) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit A shall not apply.

2. TERM OF AGREEMENT

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on ______________. [E.g. specify date; delivery of report; etc.]

3. COMPENSATION

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis [if type of compensation is different, e.g. lump sum, need to specify the type of compensation, and change the language in these subpars. A1 and A2] in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included as Exhibit “B” attached and incorporated by reference herein.

2. CONSULTANT shall provide UNITED with monthly itemized invoices. Invoices shall include the categories and identities of CONSULTANT's employees performing services, a description of the services, the number of hours spent performing services, the hourly rate for each employee, CONSULTANT's actual costs and expenses, and the total amount of compensation requested by CONSULTANT for that month. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.
B. UNITED shall pay CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. If UNITED has reasonable grounds to believe that CONSULTANT will be unable to materially perform the services under this Agreement, or there exists or may exist a claim against CONSULTANT arising out of CONSULTANT's negligence or intentional, acts, errors, omissions, or material breach of any provision of this Agreement, then UNITED may withhold payment of any reasonable amount due to CONSULTANT which is directly related to such negligence, intentional act, error, omission or material breach. No payment made under this Agreement shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance by UNITED of CONSULTANT's work.

C. The maximum not-to-exceed amount of total charges for services authorized by this Agreement is established at $_______________. CONSULTANT shall complete those tasks and provide all services shown on Exhibit “A” within this maximum not-to-exceed authorization. A detailed schedule of charges is provided in Exhibit “B.”

D. CONSULTANT shall notify UNITED in writing of the need for additional services required due to the circumstances beyond the CONSULTANT's control (“Additional Services”). The CONSULTANT shall obtain written authorization from UNITED before rendering any Additional Services. Compensation for all approved Additional Services shall be negotiated and approved in writing by UNITED before such Additional Services are performed by CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by UNITED in writing.

E. Reimbursable expenses, if applicable, are in addition to compensation for Basic and Additional Services, and shall be paid to the CONSULTANT at the actual costs, without mark-ups, incurred by the CONSULTANT and the CONSULTANT's employees as specified on Exhibit “B”.

4. SCHEDULE OF WORK

CONSULTANT shall complete and deliver services and deliverables to UNITED in a diligent and professional manner, in accordance with the project Project schedule set forth in Exhibit “C” attached and incorporated by reference herein. Time is of the essence in CONSULTANT’s performance of services hereunder.

CONSULTANT's Project Manager shall keep UNITED's ________________ or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
5. ASSIGNMENT OF CONTRACT

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

6. INDEMNIFICATION

A. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold UNITED entirely harmless from all liability arising out of:

1. Workers’ Compensation and Employer’s Liability. Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant’s employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold UNITED harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or UNITED, or any person, firm or corporation employed by the CONSULTANT or UNITED upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section 3 below) that may be brought or instituted against UNITED, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against UNITED, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section 2 shall not exceed the CONSULTANT’s proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent
contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including UNITED, arising out of, or in any way connected with, the Project, including injury or damage either on or off UNITED property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of UNITED. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against UNITED, but rather to reimburse UNITED for attorneys’ fees and costs incurred by UNITED in defending such actions or proceedings brought against UNITED, and such fees and costs shall not exceed the CONSULTANT’s proportionate percentage of fault.

7. INSURANCE

A. CONSULTANT shall procure and maintain for the duration of this Agreement, and for injuries which occur and claims which are made after the services herein are provided, insurance policies in accordance with the requirements set forth in Exhibit “D” attached and incorporated by reference herein. CONSULTANT shall also provide UNITED with a certificate of insurance attesting to its professional liability (errors and omissions) coverage and all required additional insured endorsements.

B. Submission of insurance certificates or endorsements or other proof of insurance shall not relieve CONSULTANT from liability under the indemnification provisions of Section 6. CONSULTANT’s obligations in accordance with Section 6 shall apply whether or not such insurance policies shall have been determined to apply to any of such claims, damage, lawsuits, losses or liabilities covered by Section 6.

C. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation’ or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

8. TERMINATION OF AGREEMENT

A. Termination for Cause

1. UNITED may terminate CONSULTANT’s services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT’s services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT’s material breach of this Agreement; (b) abandonment or lack of
diligence in performance of the work by CONSULTANT; (c) cessation, suspension, revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination. In the event of termination for cause, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from any payments due to CONSULTANT.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED’s convenience upon fourteen (14) days’ written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the CONSULTANT under this section through 50% completion of the CONSULTANT’s portion of the Project and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% is agreed to compensate the CONSULTANT for the unpaid profit CONSULTANT would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within five (5) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.
D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

9. PROFESSIONAL SERVICES

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED (“Project Documents”). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within five (5) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED’s risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no project Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of an independent contractor. UNITED shall not be required to make any payroll
deductions or provide Worker’s Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

11. ASSISTANCE BY UNITED

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT’s services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED’s files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

12. ADDITIONAL PROVISIONS

A. Examination of Records

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT’s documents, papers and records, including accounting records, relating to its performance under this Agreement.

B. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT:

To UNITED: Bob Siemak
        Assistant General Manager
        United Water Conservation District
        106 North 8th Street
        Santa Paula, CA  93060
or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED’s rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED’s rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.
H. **Incorporation of Recitals and Exhibits**

The foregoing recitals and exhibits are incorporated herein as though fully set forth.

I. **California Law; Dispute Resolution; Venue**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California, regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. **UNITED Employees**

CONSULTANT agrees that its firm shall employ no regular employee of UNITED during the period that this Agreement is in effect.

K. **Counterparts**

This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

By ________________________________

Mauricio E. Guardado, Jr., General Manager

[CONSULTANT]

By ________________________________

_______________________________
EXHIBIT “A” TO AGREEMENT FOR

PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall provide professional consultation services consisting of ______________________________ (“Project”) in accordance with work described as ______________ in the attached scope of work.
EXHIBIT “B” TO AGREEMENT FOR

PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall perform professional ____________________ consultation services for the Project for the not-to-exceed fee of $________ in accordance with the provisions of the Agreement. A copy of the CONSULTANT’s schedule of charges is hereby attached and made a part of this Agreement. In the event of any conflict, discrepancy, inconsistency, or other difference between the terms of any attachment hereto and this Agreement, the parties agree that the terms of this Agreement shall govern and be controlling.

CONSULTANT shall adhere to the following Guidelines for Expense Reimbursement:

Incidental expenditures incurred by CONSULTANT in the course of performing work under this Agreement and submitted for reimbursement by UNITED shall comply with the following guidelines.

Receipts are required for all reimbursable expenses and shall be furnished with the invoice. Reimbursable expenditures shall not be subject to mark-up. Only actual costs of expenditures within the limits presented below are eligible for reimbursement.

1. Reimbursable Expenditures

A. Travel Expenses

Expenses for airfare or other travel accommodations shall not exceed costs that would reasonably be expected for comparable economy or coach class accommodations.

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard IRS mileage rate (i.e. 54 cents per mile for calendar year 2018), but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

Rental vehicle costs are reimbursable when justified by the nature of the trip. With the exception of extenuating circumstances (e.g. transport of more than 4 people or excessive cargo) the total expense for the rental vehicle shall not exceed a cost that would reasonably be expected for a standard class vehicle. Insurance for rental
vehicles is not reimbursable and must be in accordance with all insurance requirements set forth in this Agreement.

B. Lodging

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. It is expected that an individual will use accommodations appropriate to the nature of the business trip.

C. Meals

The cost of meals, including tips, incurred on approved CONSULTANT Projects is reimbursable. Meal costs eligible for reimbursement do not include alcohol.

If UNITED is reimbursing the CONSULTANT for lodging, United will reimburse for meals within the limits shown below plus tip. Excessive tips (greater than 20%) will not be reimbursed. If UNITED is not reimbursing the CONSULTANT for lodging, UNITED will reimburse for no more than one meal for a work day not exceeding 10 hours based on the following limits:

- Breakfast $15.00
- Lunch $25.00
- Dinner $40.00

D. Equipment

All reimbursable equipment must be purchased or rented at a reasonable cost, in accordance with industry standards.

E. Expendable Items

Items that are expendable (depleted) will not be returned to UNITED, as the items will be “used up” in the course of CONSULTANT's work.

F. Non-Expendable Items

Items that are non-expendable (not depleted) will be returned to UNITED upon completion of CONSULTANT's work.
EXHIBIT “C” TO AGREEMENT FOR

PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall perform provide professional consultation services for the Project in accordance with the attached schedule.
EXHIBIT “D” TO AGREEMENT FOR

PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall procure and maintain for the duration of the Agreement, and for injuries that occur and claims which are made after the services herein are performed, insurance against claims or injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or its equivalent).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 or its equivalent (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the CONSULTANT’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.
5. Valuable Document Insurance on all plans, specifications and other documents as may be required to protect UNITED in the amount of its full equity in such plans, specifications and other documents.

Minimum Limits of Insurance [Note: these limits, including errors and omissions, may be modified (increased) depending upon size of contract, potential risk and financial exposure]

CONSULTANT shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** $1,000,000 per accident for bodily injury and property damage.

3. **Employer’s Liability:** $1,000,000 per accident for bodily injury or disease.

4. **Errors & Omissions Liability:** $1,000,000 per claim.

5. **Valuable Document Insurance**

   **Full Equity of all Documents**

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by UNITED. At the option of the UNITED, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects UNITED, its directors, officers, officials, employees and agents; or CONSULTANT shall provide a financial guarantee satisfactory to UNITED guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6. **For all policies required by this Agreement, UNITED and its directors, officers, officials, employees and volunteers are to be covered as additional named insureds as respects:** liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.

7. **For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the UNITED and its directors, officers, officials, employees and agents. Any insurance or self-insurance maintained by the UNITED, its directors, officers, officials, employees or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.**

8. **Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to UNITED (with the exception of ten (10) days for nonpayment of premium).**

   If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

9. **The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.**
10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

12. A copy of the claims reporting requirements must be submitted to UNITED for review.

13. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers qualified to do business in the State of California with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to UNITED. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

CONSULTANT shall furnish UNITED with original certificates and amendatory/additional insured endorsements effecting coverage required by this clause. The endorsements should be on forms provided by UNITED or on other than UNITED’s forms provided those endorsements conform to UNITED requirements. All certificates and endorsements are to be received and approved by UNITED before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. UNITED reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

CONSULTANT hereby agrees to waive subrogation, which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the CONSULTANT, its employees, agents and subcontractors.
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Attachment B. Suggested References
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Also recommended:
