

REQUEST FOR PROPOSALS (RFP)
FOR
DESIGN AND ENGINEERING SERVICES FOR
THE “B” LINE PIPELINE REPLACEMENT
PROJECT



Beaumont-Cherry Valley Water District
Attn: Mark Swanson, P.E.
560 Magnolia Avenue
Beaumont, CA 92223
mark.swanson@bcvwd.org

Approved for Release:

Mark Swanson, Senior Engineer
Beaumont-Cherry Valley Water District

KEY RFP DATES (Subject to change at discretion of District):

Issue Date:	December 3, 2021
District Project Manager:	Mark Swanson, P.E.
Letter of Intent:	December 14, 2021 @ 5:00 p.m.
Pre-Proposal Meeting with Field Walk (optional):	December 16, 2021 @ 9:00 a.m.
Deadline for Requests for Information:	January 4, 2022 @ 5:00 p.m.
Proposal Due Date:	January 10, 2022 @ 3:00 p.m.
Presentation/interviews (optional):	Will be notified if applicable
Anticipated Projected Award Date:	January 27, 2022
Anticipated Project Design Completion:	September 1, 2022

**ATTENTION: CONTRACTORS AND SUBCONTRACTORS MANDATORY
REQUIREMENT FOR
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION**

Contractors and subcontractors are required to be registered with the Department of Industrial Relations in order to 1) submit a bid or be listed on a bid for a public works project, or 2) work on a public works project awarded on or after April 1, 2018.

Application Process

Registration and renewal costs with DIR are \$400 and covers the fiscal year (July 1st – June 30th). Credit card payments can be processed within 24 hours, while other forms of payment may delay registration for up to eight weeks.

It is the Contractor's responsibility to keep registration current with DIR. If the contractor is found to be out of compliance with DIR, it is at BCVWD's discretion.

- **Activate or renew your contractor registration.**

[Instructions for completing the contractor registration and renewal application](#)
[Contractor Registration Assistance](#)

- [Frequently Asked Questions](#)

Who is required to register? Any Contractor or Subcontractor who bids on or performs work that requires the payment of prevailing wages under state law must be registered with DIR. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

To be eligible Contractors and Subcontractors must:

- Be in good legal standing with no outstanding judgments or liens owed to workers or to the State of California.
- Not be [debarred from doing public works](#) by the United States Department of Labor or any state that has public works debarment laws.
- Have a California Contractors State License if one is required (non-construction contractors must provide their professional license number if one exists for their profession).
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To learn more about Public Works Contractor Registration, please read the [Public Works Reforms \(SB 854\) fact sheet](#) and the [frequently asked questions](#). If you have additional questions about contractor registration, please [contact DIR](#) for assistance.



NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for Design and Engineering Services for the "B" Line Pipeline Replacement Project.

Responses to this Request for Proposal (RFP) will be accepted until **January 10, 2022** at 3:00 p.m. Proposals received after this date/time will not be considered and will be considered nonresponsive and will not be evaluated. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the Beaumont-Cherry Valley Water District (BCVWD) prior to this proposal due date and time.

Proposals shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

"SEALED PROPOSAL FOR
**DESIGN AND ENGINEERING SERVICES FOR THE "B" LINE PIPELINE
REPLACEMENT PROJECT**

DO NOT OPEN WITH REGULAR MAIL."

Beaumont-Cherry Valley Water District

Attn: Mark Swanson, P.E.

560 Magnolia Avenue

Beaumont, CA 92223

Proposals shall be mailed, hand delivered, or sent by courier service.

Proposals shall NOT be sent via telegraphic message, electronic mail or facsimile.

All notifications, updates and addenda will be posted on the District's "Current Solicitations" page at http://www.bcvwd.org/current_solicitations.html. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

LETTER OF INTENT (Required): Interested firms shall submit a Letter of Intent of their pending proposal to the noted Project Manager by the required date as shown on the cover page of this RFP. Letters shall be forwarded via certified mail or email. The purpose of the Letter of Intent is to provide point of contact information between the District Project Manager and the proposed bidder.

BCVWD's regular office hours are 8 a.m. to 5 p.m., Monday – Thursday.

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**BEAUMONT-CHERRY VALLEY
WATER DISTRICT**

**REQUEST FOR PROPOSAL
DESIGN AND ENGINEERING SERVICES FOR THE “B” LINE WATER PIPELINE
REPLACEMENT PROJECT**

**NOTICE TO PROPOSERS / PROPOSAL SUBMITTAL
INSTRUCTIONS**

1. **DUE DATE AND TIME:** Proposals for design and engineering services for the replacement of the District’s “B” Line domestic water pipeline, located on District property in Edgar Canyon as described herein, will be received by the District until date and time shown on “Notice of Inviting Proposals.” Any changes to this RFP are invalid unless specifically modified by District and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the District’s copy shall prevail. It is the Proposer’s sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received by the District at the stated time and place. Any proposal received after the scheduled closing time for receipt of proposals will not be considered and will remain unopened.
2. Proposals must be submitted to the District as set forth in this Request for Proposal document. Unless otherwise specified, proposals submitted by any other method than that set forth herein will be disqualified.

SECTION I – PROJECT INTRODUCTION AND OVERVIEW

A. General Overview:

The District was formed in 1919 as an Irrigation District under California Water Code §20500 et seq. to provide domestic and irrigation water to the City of Beaumont, the community of Cherry Valley, and surrounding area. The service area of the District covers approximately 28 square miles, and the District’s sphere of influence covers approximately 37.5 square miles, virtually all of which is located within the County of Riverside, and includes the community of Cherry Valley, the City of Beaumont, and small portions of the City of Calimesa.

In January 2016, the District implemented a Pipeline Replacement Program that has forecasted the replacement of various pipeline sections over the next ten (10) years. The District has identified a section of pipeline infrastructure within its service area that requires immediate replacement.

B. Purpose of Request For Proposal:

The District owns and operates an aging 10-in diameter riveted steel waterline (identified as the “B” Line) approximately 3,000 feet in length, located entirely on undeveloped District property in Edgar Canyon. There have been on-going and increasing maintenance concerns and issues with the waterline, causing supply losses; being that the “B” Line is the primary supply line to the District’s 3620 Pressure Zone, immediate replacement is needed. The District intends to replace the “B” Line with 12-in diameter high density polyethylene pipe (HDPE) or ductile iron pipe (DIP), to be determined during the design phase.

The existing “B” Line alignment is located between 5-15 feet east of the District’s access road; there is approximately 2 feet of cover over the “B” Line along its existing alignment, but it is exposed in various locations due to recent maintenance and frequent leaks. The District proposes to abandon the existing waterline in place, and construct a new DIP or HDPE waterline within the existing access road.

The District is currently seeking proposals from qualified engineering consulting firms for engineering design of DIP or HDPE pipeline systems, survey, geotechnical, and environmental services required for this Project. The services would include the work described hereafter and detailed in Section III: Scope of Work and Technical Specifications.

The District has currently budgeted for the identified section of water pipeline requiring replacement and the intent of this proposal is to provide engineering and environmental services related to the budgeted replacement of said water pipeline.

The proposed water pipeline replacement section identified within this Request for Proposal (RFP) will be designed in an effort to minimize the current attention demanded of the District’s staff.

The District will select a qualified firm for professional engineering and environmental services for preliminary and final design including preparation of contract documents and

specifications for the pipeline replacement sections identified under the Scope of Work. Services shall include:

1. Project Management
2. Data Gathering
3. System Hydraulic Evaluation
4. Facilities Site and Pipeline Alignment Analysis
5. Feasibility Refinement
6. Preliminary Design
7. Preparation of Contract Documents
8. Preparation of Construction Cost Estimates
9. Investigations
10. Survey
11. Geotechnical
12. CEQA Compliance and Permit Acquisition
13. Services During Bidding
14. Services During Construction
15. Project Close-out Service

The consultant is encouraged to expand the scope to include optional tasks, if deemed necessary for completion of the Project. The above are specific tasks to be included in the proposed scope of work, as a minimum.

It is the intent of the District to receive responses to the RFP and, if appropriate, conduct individual interviews in order to select a firm which, in the opinion of the District, is best suited to perform the required services. The purpose of this Proposal, therefore, is to provide the District with the information necessary to select the most qualified firm while obtaining the best fee for the requested services.

C. Project Specific Dates:

The project specific estimated dates/time frame for receipt, evaluation, and award of the work as specified in this RFP will be as indicated on the cover page (see Key RFP Dates); dates are subject to change at the discretion of the District. Please note the key dates when preparing your response to this RFP.

***Note: The Pre-proposal meeting will begin at the District office at 9 a.m. where proposers may submit written Requests for Information. Immediately following, proposers may visit the project site in Edgar Canyon with District staff.**

Selection Criteria:

The overall criteria for firm selection will be based on, but not limited to, the following:

1. Firm's Qualifications and Experience with design of water pipeline replacements of the size, material, and configuration specified herein. This criteria also includes an evaluation of the firm's previous performance on previous District projects, as well as an evaluation of the firm's contract history with other public agencies.
2. Ability of the firm to complete the project in a timely manner, and the ability to demonstrate that all components of the proposed project schedule can be competently completed within the proposed time frame.
3. Technical approach and understanding, preparation of project specific plans and specifications for water pipeline replacements in accordance with State of California Requirements as well as District Standard Specifications.
4. Exceptions Taken to RFP and Sample Agreement (attached).
5. Fee and Payment Terms.

D. Evaluation and Selection Process:

1. Submittal Review: A committee will review and evaluate each submittal to determine if it meets the RFP requirements. Failure to meet the requirements set forth in the RFP will be cause for eliminating the proposer from further consideration.
2. The technical proposals will be evaluated and ranked by the District's selection committee. The selection committee will establish the ranking order. The selection committee will then evaluate the Proposal Fee for total cost. The District will negotiate with the top ranked firm which will be determined by a weighted average of points earned from the evaluation process using 80% as a weighting factor for the Technical Proposal and 20% for the Fee Proposal. If an agreement cannot be reached with the number one ranked firm, then the negotiations will be terminated, and the firm will be informed in writing. The number two ranked firm will then be invited to enter into the negotiations process.
3. The committee may interview the top-ranking proposer. The District reserves the right to begin negotiations and enter into an agreement without interview or further discussions. The Technical Proposal evaluation criteria and weighting are as follows:

Technical Proposal Evaluation Criteria	Weight of Score
Qualification and experience of the team members on projects with similar size, material, and configuration as identified in the Project scope. Also includes past performance on other District projects.	50%
Team's capacity to handle all aspects of the work and competently complete work within the District's desired timeline. Feasibility of firm's proposed project schedule.	25%
The proposed Project approach, understanding of the Project scope, manner, and thoroughness in which it is presented in the proposal.	20%
Format of the Technical Proposal for the project.	5%
Additions, deletions, or exceptions taken to the RFP and Sample Agreement.	Up to 5% reduction in Technical Score

4. The Fee Proposal shall be a weighted percentage of the lowest fee proposal divided by the proposal fee being evaluated.
5. Short List: At the District's option, the selected candidates may be short listed and interviewed to further refine the selection process.
6. The District reserves the right to, at their sole discretion, qualify and select the most qualified firm during the selection process or alternatively through the short list and interview process.

SECTION II – PROPOSAL REQUIREMENTS

The proposal should respond to the requirements set forth herein. In addition, proposers need to demonstrate their capabilities, background, expertise, etc. in order for the District to effectively evaluate the proposals, and award to the company that provides the best value to the District based on the selection criteria in Section I. The Proposal should include, at a minimum, the following information:

A. Cover Letter

B. Executive Summary: to include a brief summary of the firm’s origin, background, and size of the company, an overall organizational chart, the overall capabilities of the organization, appropriate licenses and certifications, and proximity of company’s resources to the District’s offices and facilities.

C. General Requirements:

The proposal should include the following:

1. An understanding of the Project and approach to accomplish the work in a timely and acceptable manner.
2. A detailed description of the services to be provided based on the consultant’s understanding of the Project Scope; include a list of anticipated drawings.
3. A detailed work schedule for all work and time frame for items of work.
4. A project organization and staffing chart.
5. Identification of the individual who will have overall responsibility for the Project and who shall be a Registered Civil Engineer in the State of California.
6. A resume of the key staff who will be working on this Project, including specific experience on similar projects.
7. The proposal shall have a page limit of 30 pages including appendices, tabs, and cover.
8. A not-to-exceed fee based on the services outlined in the Scope of Work which MUST be submitted as a hard copy and an electronic copy (smart pdf and excel formats on CD) in a SEPARATE SEALED ENVELOPE.
9. Six (6) hardcopies and one (1) electronic copy (smart pdf on CD) of the proposal shall be submitted to the District.

D. Statement of Qualifications:

1. Qualifications and Experience (Firm and Personnel) – a description of the company’s expertise related to services requested and a full discussion of the company’s recent experience directly related to designing water pipeline replacements. Provide resumes of key people that address experience and qualifications, educational background, and skills.
2. Availability – Briefly describe your firm’s and personnel’s ability to meet the District’s needs in a consistent and timely manner.
3. References (Exhibit A) – list three (3) former municipal (preferred) or private clients for whom comparable services have been performed within the last five (5) years. Include the name, mailing address, telephone number, and email address of each client’s principal representative.
4. List of Subcontractors (Exhibit B) – a description of any subcontract arrangements that would be utilized for this Project. Include a full description of the subcontractor’s experience and personnel.
5. Firm’s Business Information (Exhibit C)
6. Additions, Deletions and/or Exceptions (Exhibit D): compliance with the District’s contractual terms in the sample agreement and/or RFP requirements. The Proposer shall note any additions, deletions and/or exceptions to the contractual terms and/or RFP requirements. If there are no exceptions taken, please note in Exhibit D: “There are none”.
7. **Project Fee Proposal (Included in a separate sealed envelope clearly labeled “Project Fee Proposal”)** – said fee schedule shall include hourly rates; fees for all sub-consultants, and percentage markup of reimbursable expenses, if any shall be included. The rates shall be valid for the term of the contract. In the Project Fee Proposal, include the following information:
 - a. A detailed personnel-hour estimate by personnel classification for the major portions of the work broken down for each task, milestone report and/or plan deliverable.
 - b. Fees for any subcontractors.
 - c. A total not-to-exceed fee estimate based on services outlined in Scope of Work.
 - d. The method of compensation shall be based on a time and expense basis subject to a not-to-exceed amount to complete the project.

- E.** The District reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90-day period.
- F.** A contract incorporating the terms and conditions contained herein will be sent to the successful Proposer. Any additional terms and conditions requested or comments by Proposer must be submitted with the proposal (Section II.D.6.: Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process.
- G.** Any questions as to the meaning of the scope of work and/or other pre-proposal documents must be submitted in writing by the deadline for Request for Information dated listed herein and shall be directed to Mark Swanson at (951) 845-9581, Ext. 218, mark.swanson@bcvwd.org, who will provide instructions for submitting requests. Any and all such interpretations and any supplemental instructions will be sent to all prospective Proposers not later than that date set forth on Section I.C. "Project Specific Dates". All addenda so issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other department or individual for clarification or interpretation of any requirements herein.
- H.** The District reserves the right to reject any or all proposals, either separately or as a whole, and to waive any informality in a proposal or to accept any proposal presented which it deems best suited to the interest of the District and is not to be bound to accept the lowest price.
- I.** The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the District. If any pages are deemed as confidential or proprietary those pages should be individually marked confidential or proprietary.
- J.** At the time of the opening of proposals each Proposer shall be presumed to have read and be thoroughly familiar with the RFP and proposal requirements (including all Addenda).
- K.** Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.

SECTION III – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

A. **Project Coordination:**

1. Project kick-off meeting with District.
2. Coordination meetings with District as needed.
3. Weekly project updates via email and/or telephone to discuss budget, schedule and project issues (through bid phase services).
4. Coordination meetings with other project stake holders and agencies as needed.
5. Monthly report summarizing project budget and schedule. Provide one (1) hard copy and one (1) electronic copy (smart pdf), submit with invoice.
6. All correspondence, submittals, and deliverables (preliminary and final) shall be submitted to the District both via hard copy and electronically (CAD, smart pdf, word, excel, and original file formats on CD) at project close-out.

B. **Preliminary Engineering Evaluation and Design:**

Prepare an evaluation of the pipeline replacement project as generally described.

1. “B” Line Pipeline

Replacing an aging 10-in diameter riveted steel pipeline located entirely on undeveloped District property in Edgar Canyon from approximately 400 linear feet (LF) south of the existing Upper-Edgar Reservoir, southerly approximately 3,000 LF (See Figure 2, attached) with 12-in DIP or HDPE pipeline. The new pipeline will connect to the existing 20-in diameter DIP waterlines generally along the District’s access road in Edgar Canyon, and as shown in Figure 1. The existing “B” Line alignment is located between 5-15 feet west of the District’s access road; there is approximately 2 feet of cover over the “B” Line along its existing alignment, but it is exposed in various locations due to recent maintenance and frequent leaks. District staff has field located the southern point of connection and has marked the proposed point of connection with a traffic cone, meter box, stake, and PVC pipe (See Figure 3, attached). District staff has also staked the existing alignment of the “B” Line for a portion of its length; staking also includes offset distances from the east edge of the existing access road (see Figure 4).

Abandon the existing pipeline in place and construct the new DIP or HDPE waterline and all appurtenances within the existing access road. Select an alignment for the “B” Line replacement pipeline which will be in the existing District access road, avoid tree canopies to the extent possible, and avoid damage to the existing tree root systems. Connections to existing the existing DIP will require connection details. Coordination with District staff will be required during construction. The existing pipeline will be required to remain in service until construction of the new water line is complete, and all testing and disinfection has been completed. There are no known domestic services connected to the existing waterline.

The Consultant will be required to coordinate utility research of other existing waterlines in the Project vicinity with District staff in order to determine if the proposed pipeline location is feasible. All new pipeline replacements shall be 12-in diameter (unless otherwise directed by the District); all water pipeline appurtenances shall be replaced per District Standards.

Deliverable – Consultant shall prepare a Preliminary Design Report (or Memorandum) [PDR/M] that provides a preliminary plan and profile, the advantages/disadvantages for alternative pipeline materials and alignments or construction method, the recommended construction method, construction constraints, environmental constraints, recommended project, estimated project cost, other impacts e.g., traffic, utility interferences, agency encroachment and other permit requirements, easement requirements, etc. Provide recommendations on hydrant, blow-off assembly, and air and vacuum valve assembly additions. Submit three (3) copies of the Draft PDR/M for District review and one electronic copy (searchable pdf). Meet with the District to discuss the PDR/M. District comments on the Draft PDR/M shall be incorporated into a Final PDR/M. Submit three (3) copies of the Final PDR and an electronic copy (searchable pdf) and original files to the District. The final PDR/M shall be signed by a licensed civil engineer in California and shall be the basis for the final design.

C. Environmental:

The preparation of environmental documentation shall follow California Environmental Quality Act (CEQA) Guidelines and shall include the following:

1. File a Notice of Intent (NOI) with Riverside County (County) and the State Clearing House (SCH).
2. District staff identifies that due to the nature of the pipeline replacement project, an Environmental Document will likely require preparation. However, the requirements set forth below shall be identified:
3. Complete Initial Study Checklist, review pertinent environmental records and technical reports.
4. Assess environmental issues as they relate to the Project including aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, utilities and service systems, mandatory finding of significance. Determine and recommend mitigation measures, if potentially significant adverse impacts are identified.
5. Prepare Mitigation Monitoring or Reporting Program (MMRP), if necessary.
6. Complete a biological resources assessment (if required for the Project).
7. Complete a cultural resources assessment (if required for the Project).

8. Determine what Environmental Document(s) is(are) required (e.g., Mitigated Negative Declaration [MND], Environmental Impact Report[EIR]), if any.
9. If necessary, submit a Notice of Preparation (NOP) to the County and the SCH.
10. If necessary, submit an administrative draft of said Environmental Document(s) to the District for review.
11. If necessary, submit the draft Environmental Document(s) for circulation.
12. If necessary, respond to comments received on the draft Environmental Document(s).
13. If necessary, attend the public meeting for adoption of the ND/MND. Meeting shall be scheduled, coordinated, and directed by the District.
14. File Notice of Determination (NOD) with the County of Riverside and the State Clearing House.
15. File the approved/certified Final Environmental Document with the County and the SCH.

Deliverable: District anticipates an Environmental Document will most likely be required in conformance with CEQA. Provide a baseline cost that represents this assumption with an added cost to perform items 3 through 15 identified above. Consultant shall prepare an Environmental Document for the Project, if needed. Three (3) copies and one (1) electronic copy of the draft Environmental Document shall be submitted for review. District comments shall be incorporated and three (3) copies and one (1) electronic (searchable pdf) copy of the final Environmental Document shall be submitted. The final submittal shall include the NOI, MMRP, NOD, and public review comments. If Consultant deems that an Environmental Document is not required, and the Project can fall under a Notice of Exemption (NOE), then the Consultant shall prepare the appropriate supporting documents for the NOE and file as necessary.

***Note: Proposers are encourage to attend the non-mandatory pre-proposal meeting and field walk with District staff at the date and time indicated herein to assess the Project site and preliminarily evaluate what Environmental Documents may be needed to ensure that an accurate baseline cost for preparation of an Environmental Document is included in the proposer’s Project Fee Schedule.**

D. Permit Compliance:

Consultant shall identify any permit requirements that will be required for the Project and submit permit applications on the District’s behalf to each permitting agency. The District will pay permit fees as required. Consultant shall incorporate comments from the Agencies and revise the Contract Documents, as necessary. Anticipated permits that the Consultant shall obtain for this project may include, but are not limited to, the following:

1. Air Quality Management District (AQMD)
2. California State Water Resources Control Board, Division of Drinking Water (SWRCB DDW) – Permit to Operate.

3. California State Water Resources Control Board – Compliance with the waste discharge permit and Storm Water Pollution Prevention Plan in accordance with the NPDES General Permit for Storm Water Discharges (Construction Activities).

E. Surveying:

Topographic Survey: Consultant shall perform an aerial topographic survey and field topographic survey of the final selected pipeline alignment, abandoned pipeline alignment, and existing access road with 1-foot contours for the pipeline(s). The survey shall identify all existing easements, identify all monuments, surface features of the affected project area, assessor parcel number(s), and verify the location(s) of all existing trees and underground utilities on or adjacent to the proposed site or sites.

1. Establish survey ground control for aerial mapping using NAD83 coordinates and NAVD88 county benchmark elevations.
2. Provide benchmarks for construction staking and ground control points.

Deliverable: Consultant shall provide the aerial photography, and the topographical mapping to the District electronically on CD or via secure FTP link. Provide original files, searchable pdf, and AutoCAD formats.

F. Geotechnical Investigation:

Provide a geotechnical investigation that addresses the pipeline. The Geotechnical Report shall address all necessary design and construction issues including regional seismicity, seismic parameters, liquefaction, site preparation and earthwork, trenching, trench stability and excavation, shoring, backfill, suitability of onsite materials for backfill, soil bearing strength, groundwater conditions and dewatering, pipeline bedding requirements, moisture content, density, gradation, consolidation, expansion, shear resistance, sand equivalence, soil corrosivity, corrosion protection and control, and/or other criteria as identified and recommended by the geotechnical engineer associated with the proposed facilities.

As previously stated, the District anticipates constructing the new pipeline in a trench within the existing access road which is comprised of compacted native soil and is traveled primarily by District vehicles.

1. Review published geologic maps, aerial photographs, and other information pertaining to the site to assist in the evaluation of geologic hazards that may be present.
2. Conduct a reconnaissance of the site to observe existing conditions and to locate exploratory borings.
3. Analysis and investigation shall also identify the following at a minimum: groundwater presence and level, construction dewatering requirements, pipe bedding requirements, trench shoring requirements, settlement potential, excavatable properties of soils, location of rock, etc.
4. Borings shall be provided at every 500 feet along the pipeline alignment, unless otherwise recommended by the geotechnical engineer. Depth shall be a minimum of 5 ft below proposed bottom of pipeline trench, unless otherwise recommended by the geotechnical engineer.

G. Preparation of Final Plans and Specifications

1. Prepare a single set of plans for the pipeline identified herein. Provide a single set of project specifications and a single set of contract documents. Plans shall be prepared in AutoCAD, Consultant may use its own line and layering scheme, but shall obtain BCVWD approval for use of it first. Plan, contract document and specification formats, templates and standards will be provided by BCVWD. Plan template shall conform to BCVWD. Plans shall be 24" x 36".
2. Plans shall include profiles with details of all tie-ins. Consultant shall perform complete utility search and all known and abandoned utilities shall be shown on the plans. Consultant shall coordinate any potholing with the utility companies, BCVWD, Jurisdictional Agencies, and consultants' potholing contractor. Submit final plans to utility companies and secure a final letter or other method of approval from the utility company.
3. Plan cover sheet shall include a detailed materials list.
4. Provide a plan and narrative construction sequencing which will minimize system or pressure zone outages; the existing pipeline shall remain in service until construction of the new pipeline is complete, and all disinfection and testing is complete. Said plan shall be submitted to BCVWD for review and comment.
5. Four (4) submittals are required: 65%, 95%, 100% complete, and mylars. The 65% submittal shall include as a minimum: cover sheet, plan and profile sheets with all utilities and a preliminary engineers cost estimate. The 95% submittal shall be a complete submittal including all plans, and the single volume of specifications and contract documents and updated engineers cost estimate. The District will review the submittals and provide comments. The Consultant shall incorporate all comments and provide a final 100% complete set, signed by the licensed civil engineer in charge of the project.

Deliverable:

- 65% Submittal:
 - One (1) full size (24"x36") Improvement Plans, in PDF format
 - One (1) Preliminary Engineers Cost Estimate, in PDF format
- 95% Submittal:
 - One (1) full size (24"x36") Improvement Plans, in PDF format
 - One (1) copy of the Specifications and Contract Documents, in PDF format (searchable)
 - One (1) Updated Preliminary Engineers Cost Estimate, in PDF format
- 100% Submittal:
 - One (1) full size (24"x36") Improvement Plans, in PDF format
 - One (1) copy of the Specifications and Contract Documents, in PDF format (searchable)
 - One (1) Updated Preliminary Engineers Cost Estimate, in PDF format
 - One (1) Electronic Copy of the above items, in PDF format (searchable).
- Mylar Submittal for District Approval:
 - One (1) Final Mylar of the Improvement Plans Signed by Engineer of Record
 - One (1) Final copy of the Specifications and Contract Documents (printed)
 - One (1) Final Engineers Cost Estimate (printed)
 - One (1) Electronic Copy of the above items, in PDF format (searchable).

H. Bid Phase Services

Consultant shall perform the following bidding services:

1. Consultant shall attend the construction pre-bid meeting and provide technical support to District staff relative to immediate contractor questions. Provide minutes of the meeting, attendee sign in sheet, list of attendees, and questions and responses.
2. Consultant shall respond to any questions from the contractor during the bidding period. Consultant shall maintain a log and notes on contact and responses.
3. Consultant shall prepare up to two (2) addenda which will be distributed by the District.
4. Consultant shall attend the bid opening and tabulate the bid results for comparison.
5. Consultant shall assist the District in review of the bids and in bid evaluation to recommend the lowest, responsive, responsible bidder as the construction contractor.

Deliverable: Provide three (3) copies of construction pre-bid meeting minutes and responses and one electronic version (searchable pdf). Provide three (3) copies of all addenda, logs of contacts during the bid period, bid tabulations and bid evaluation letter, including one electronic copy (searchable pdf).

I. Construction Phase Services:

A. Construction Staking:

Consultant shall provide survey cost to provide construction staking for the proposed pipeline alignment, which provides construction staking elevations, and cuts/fills for all mainline pipeline facilities (50' maximum spacing), meter services, laterals, blow offs, fire hydrants, valves, fittings, and all other appurtenances.

Deliverable:

1. Provide construction staking cut sheets for the Project.
2. As required, provide three (3) copies of reduced (11'x17') plans for each changed drawing plus one electronic copy of the changed drawing.

B. Construction Support Services:

BCVWD will perform the Project inspections, submittal, and payment request review, perform final inspections and file Notice of Completion. If there are any questions in the review, BCVWD will discuss with the Consultant. Consultant shall assist the District during the construction of the replacement pipeline as follows:

1. Respond to Requests for Information (RFIs) from contractor(s) or permit agencies.
2. Prepare change order or clarification drawings, prepare an estimate of the cost of the change order, and assist BCVWD in negotiation of the change order. Maintain drawing

revisions in AutoCAD.

J. Project Close-out Services:

BCVWD will submit hard copies of the Project record drawings and field notes to the Consultant. Consultant shall incorporate the project record changes and notes into the final AutoCAD drawings, note the “Project Record Drawing” and date in the revision block with the revision number. Each change shall be noted with the revision number.

Deliverables: Provide two (2) copies of full-size (24”x36”) Project Record Drawings. Provide Project Record AutoCAD drawing files electronically. Include any special formats, fonts, etc. to ensure the drawing files can be printed.

K. Project Management and Administration

Consultant shall provide the following project management and administration processes for the duration of the project:

1. Project kick-off meeting with District.
2. Monthly coordination meetings with District through the bidding phase. Thereafter meetings will be as necessary.
3. Bi-weekly project updates via email or telephone to discuss budget, schedule and project issues through completion of the plans and specifications. Thereafter, updates will be as necessary.
4. Coordination meetings with other agencies and property owners as required (assume up to three [3] for proposal purposes). If these meetings do not occur, they may be reallocated to Item K.2.

See above Scope of Work elements for other meetings and deliverables.

FIGURES

Figure 1 – District Boundary

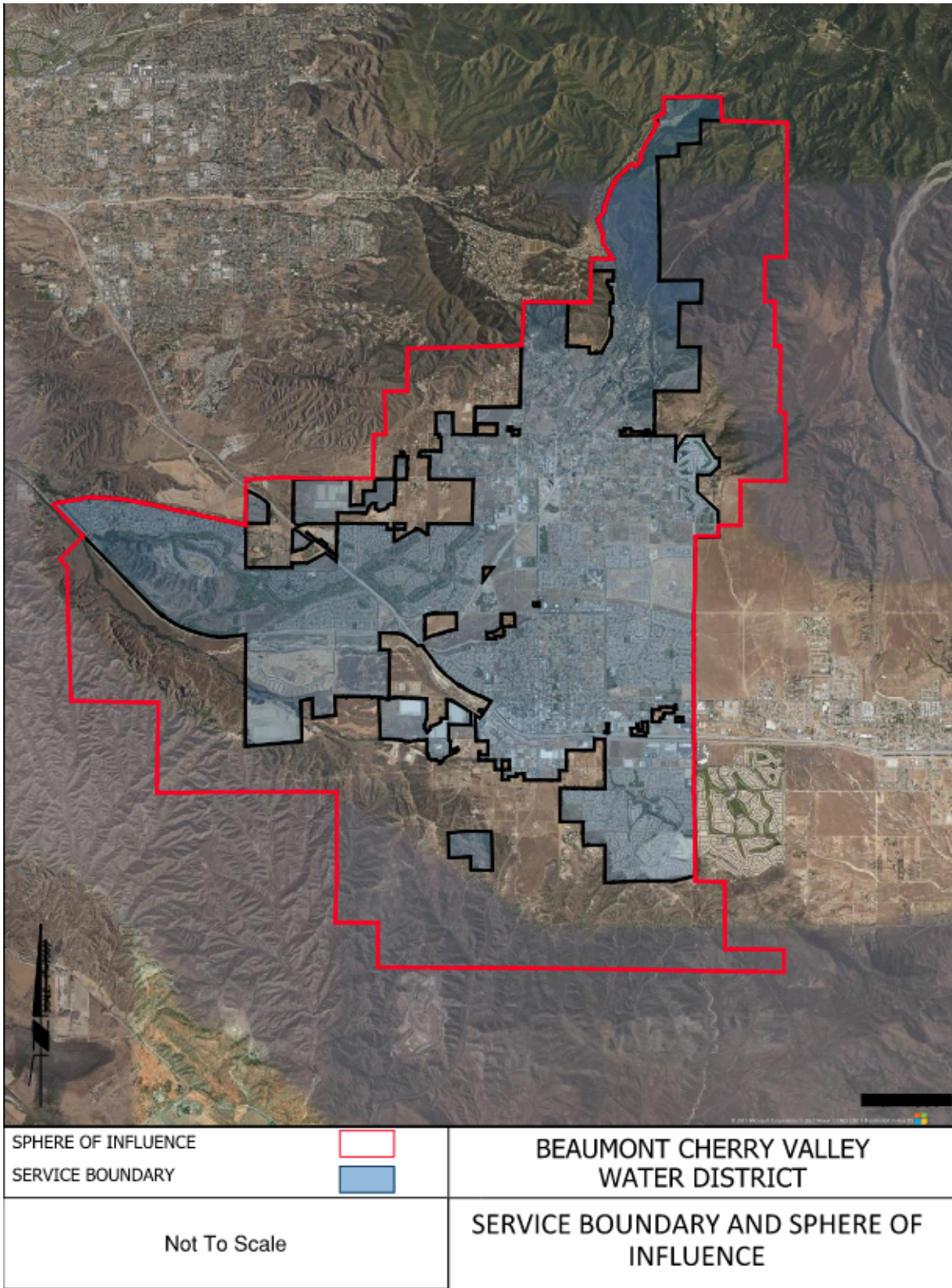


Figure 2 – “B” Line Pipeline Replacement Project Location Map

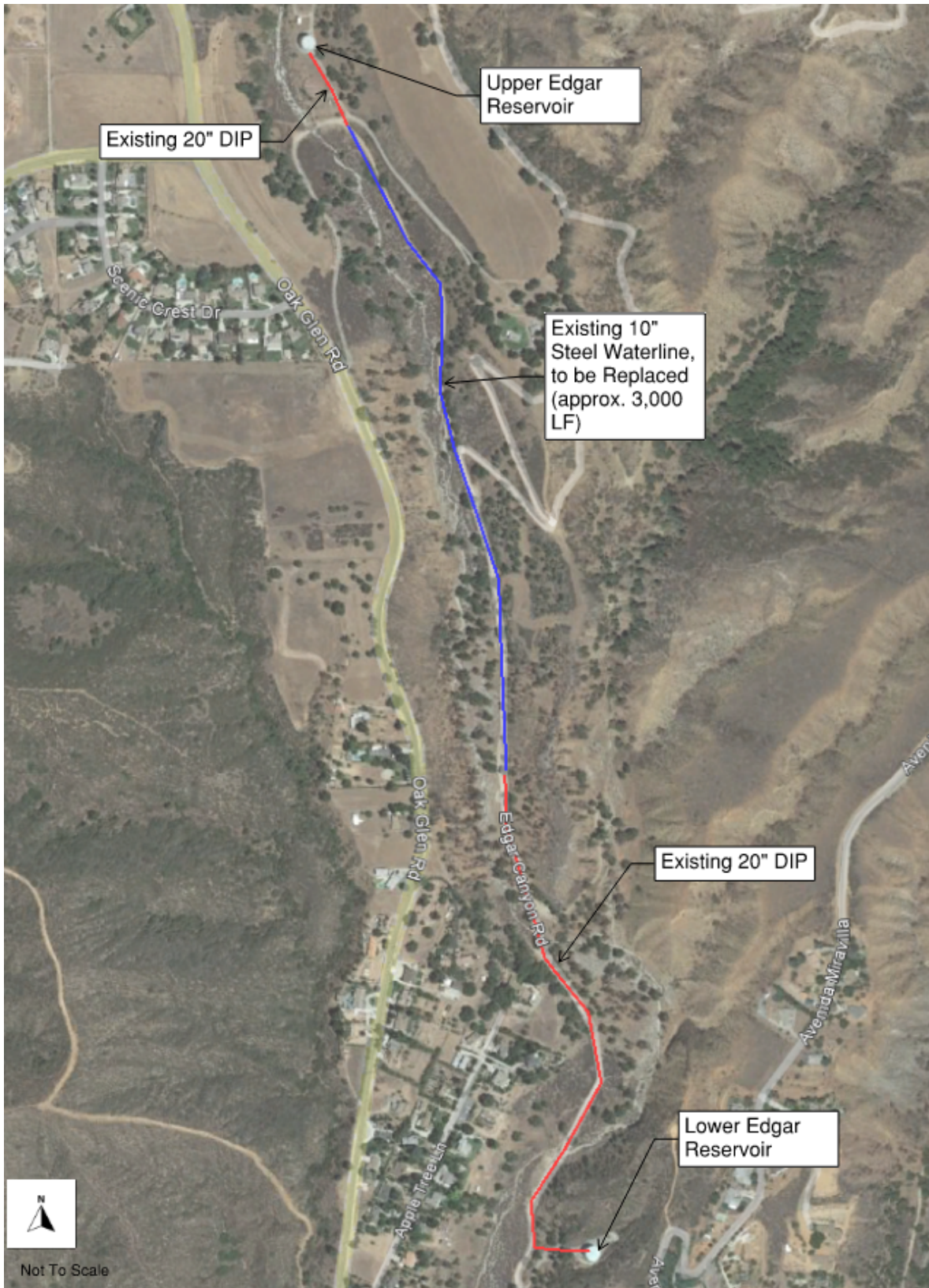


Figure 3 – “B” Line Southern Connection Location



Note: The southern connection point of the proposed pipeline replacement is identified by a traffic cone, meter box, and PVC pipe. This image is looking southerly along the District's access road.

Figure 4 – Typical Existing Waterline Location Staking



Note: The alignment of the existing waterline to be replaced is marked with stakes along the alignment as well as by an offset from the east side of the access road. This image is looking southerly along the District's access road.

Figure 5 – Existing Waterline Appurtenances



Note: There is one air-vac assembly and one gate valve along the existing waterline. It is District preference to install at a minimum one valve per 1,000 ft along transmission pipelines. Also note that there are several mature oak trees which line the access road; this may be the causation of environmental mitigation as discussed previously in this RFP. This image is looking southerly along the District's access road.

Figure 6 – Existing Waterline



Note: There are various sections of the existing waterline where the riveted steel has failed and has been replaced with sections of DIP. In these instances, the DIP may be salvaged for District use. This image is looking southerly along the District's access road.

EXHIBITS

EXHIBIT A: REFERENCES

Proposer shall provide a minimum of three (3) Customer References, preferably municipalities within 5 years or. Local and similar size contracts references are preferred.

REFERENCE #1	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
REFERENCE #2	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
REFERENCE #3	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

EXHIBIT A: REFERENCES (cont.)

REFERENCE #4	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
REFERENCE #5	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
REFERENCE #6	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

EXHIBIT C: PROPOSER'S BUSINESS INFORMATION

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business: _____

2. Length of time at current location: _____

3. List types and business license number(s): _____

4. California State Contractor's License number: _____

5. Names and titles of all officers of the firm: _____

6. Is your firm a sole proprietorship doing business under a different name?
YES or NO

7. If yes, please indicate sole proprietorship name and the name you are doing
business under: _____

8. Please indicate your Federal Tax Number: _____

9. Is your firm incorporated? YES or NO

10. Name and remittance address that will appear on invoices: _____

11. Physical Address _____

EXHIBIT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT

**BEAUMONT-CHERRY VALLEY WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 20____ by and between the Beaumont-Cherry Valley Water District, a California Irrigation District ("District"), and *****INSERT NAME*****, a *****INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***** ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

A. RECITALS

(i) District requires provision of the following professional services: _____, all as more fully set forth and described in this Agreement.

(ii) Consultant is duly licensed and/or otherwise fully authorized by law, and has the necessary experience and qualifications, to provide such services. District enters this Agreement in substantial reliance on such experience and qualifications.

(iii) The Parties enter this Agreement in order to set forth terms and conditions governing Consultant's performance of the services described herein.

B. AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services.

Consultant shall furnish all labor, materials, equipment, and supplies necessary or incidental to performing the services generally described in the Scope of Services attached hereto as Exhibit "A", any applicable request for proposals issued by the District, and as otherwise required by this Agreement, all to District's satisfaction (collectively, "Services"). **[Exh A can be the consultant's proposal if desired]**

2. Compensation.

a. Subject to Section 2.b, below, the District shall pay for the Services satisfactorily performed, in accordance with the Schedule of Rates/Payments set forth in Exhibit "B", attached hereto. **[this can be the consultant's proposal if desired]**

b. In no event shall the total amount paid for services rendered by Consultant during the term of this Agreement exceed the sum of \$_____. This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services, unless otherwise agreed upon in writing. Consultant shall be deemed

to have made all necessary inquiries and site inspections prior to agreeing to perform the Services. Unless the Parties have agreed on a one-time flat fee, periodic payments for undisputed work shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

The Parties may agree on additional work to be provided as part of the Services. The District General Manager is authorized to approve additional work not exceeding _____ Dollars (\$_____) [or “X” percent of the contract price] by written memo signed by the parties. Otherwise, an amendment to this Agreement shall be prepared by the District and executed by both Parties authorizing such additional work and compensation therefor, prior to such work being performed.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed shall be maintained by Consultant and made available for review by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by District.

5. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and shall expire at the end of business on [insert end date], unless extended or earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other milestones, schedules and deadlines agreed upon in writing. **Consultant shall commence work within three (3) business days of receiving District’s verbal or written notice to proceed.** Consultant represents that it has the professional and technical personnel required to satisfactorily perform the Services as required by this Agreement. All indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement. The Parties may agree in writing to extend the term of this Agreement if necessary to complete the Services, or when deemed to be in the District’s best interest.

6. Delays in Performance.

a. Force Majeure. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events. Force majeure events mean and refer to circumstances beyond the reasonable control of the non-performing Party including, but not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics resulting in “stay at home” or similar binding governmental orders; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances;

sabotage or judicial restraint. Consultant's lack of financial capability, in the absence of any of the foregoing events, shall not constitute a force majeure event.

b. Should a force majeure event occur, the non-performing Party shall promptly, upon becoming aware of its inability to perform, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, statutes, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. District may, but is not required, to assist Consultant in obtaining and maintaining all permits required of Consultant by federal, state and/or local regulatory agencies.

c. If applicable, and unless otherwise provided in the Scope of Services, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under this Agreement.

8. Standard of Care.

Consultant's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall, at all times herein, possess any and all State of California and/or federal professional licenses and certifications, as applicable, required to lawfully perform the Services.

9. Assignment and Subcontracting.

Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of the District, which may be withheld for any reason. The Services required to be performed by the Consultant are personal to the Consultant. Any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all requirements of this Agreement.

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant is or shall become an employee of District. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from District as herein provided.

a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Beaumont business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

b. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of District's employees; and District's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any District uniform, badge, identification number, or other information identifying such individual as an employee of District; and Consultant's personnel shall not use any District e-mail address or District telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of District premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from District, review plans on file at District, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit District locations and/or private property to perform such Services. District may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

c. Consultant shall be responsible for and shall pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by District, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of District, and entitlement to any contribution to be paid by District for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

[The Parties acknowledge that District is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying](#)

employees. Consultant agrees that, in providing its employees and any other personnel to District to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause District to be in violation of the applicable retirement laws and regulations.

12. Insurance. Unless otherwise permitted in writing by District's Risk Manager, Consultant shall not commence work for the District until it has secured all insurance required under this section and provided evidence thereof that is acceptable to the District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage

(2) Personal Injury/Advertising Injury

(3) Premises/Operations Liability

(4) Products/Completed Operations Liability

(5) Aggregate Limits that Apply per Project

(6) Explosion, Collapse and Underground (UCX) (by deletion of this exclusion)

(7) Contractual Liability with respect to this Agreement

(8) Broad Form Property Damage

(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured

against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) Subject to the District's written approval, the general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall be endorsed to name the District, its officials, officers, employees, agents and District designated volunteers as additional insureds.

(iv) Subject to the District's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that Consultant 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/it will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period

required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

- d. Professional Liability (Errors and Omissions) (unless waived in writing by the District's risk manager)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

- e. ******INSERT**** Liability Insurance [CHECK WITH RISK MANAGER AND SIR ADMINISTRATOR TO DETERMINE IF ADDITIONAL LIABILITY INSURANCE SHOULD BE REQUIRED FOR A PARTICULAR PROFESSIONAL SERVICES AGREEMENT, SUCH AS CYBER LIABILITY, ETC.]**

- f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence (any auto) for bodily injury and property damage
Workers' Compensation	In the amount required by California law.
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions) {unless waived by risk manager}
INSERT OTHER LIABILITY	\$_____ [if applicable]

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required Additional Insured endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

i. Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

(iii) District may require Consultant to provide for inspection by District, complete copies of all insurance policies in effect for the duration of the Agreement.

(iv) No District elected or appointed official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

(v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to District. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

k. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold the District, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those District agents serving as independent contractors in the role of District officials (collectively “Indemnitees” in this Section 13) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the District or any of the other Indemnitees.

b. For Design Professional Services. For Consultant’s Services hereunder that include the performance of design professional services by a “design professional” (as defined below), then to the extent permitted by law, Consultant shall, at its sole cost and expense, indemnify and hold the District and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys’ fees and costs of defense, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Consultant shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed the Consultant’s proportionate percentage of fault.

For purposes of this Section 13.b, and in accordance with Civil Code Section 2782.8(c), “design professional” means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

c. The provisions of this Section 13 shall survive the termination of this Agreement.

14. Termination.

a. District has the right to terminate any portion or all of the Services under this Agreement with or without cause, by giving ten (10) calendar days' prior, written notice to Consultant. In such event, District shall be immediately given title to and possession of all Work Product and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, District shall pay Consultant for that portion of the Services satisfactorily completed prior to termination. If said termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by District and Consultant. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or services within the Scope Services performed prior to the effective date of this Agreement, and shall not be entitled to damages or compensation resulting from termination of this Agreement.

b. Consultant may terminate this Agreement for cause by serving written notice of termination to the District, provided Consultant has first served the District with a written notice of default and demand to cure, and District has failed to cure such default within thirty (30) days of receipt of such notice.

15. Ownership of Work Product.

a. Except as otherwise provided in Section 14, "Termination", above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant for the District in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of District. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of District without restriction or limitation upon their use, duplication or dissemination by District upon final payment being made provided that any such use shall be at District's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

b. Consultant hereby assigns to District all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the District pursuant to subsection (a), above.

c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, District shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold District, and the other Indemnitees (as defined in Section 13(a), above) harmless from any and all loss, claim or liability in any way related to a

claim that District's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by District is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for District the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for District; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

16. Party Representatives.

Consultant hereby designates _____, or his or her designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to District is provided to District. District hereby designates _____, or his or her designee, as District's Representative for this Agreement. The foregoing Representatives shall be authorized to approve non-monetary revisions to this Agreement, provide consent where required herein, and to make other administrative decisions that will be binding on their respective Party, except as otherwise specifically required herein.

17. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Beaumont-Cherry Valley Water District
P.O. Box 2037560 Magnolia Avenue
Beaumont, CA 92223

Fax: (951) 845 0159

Attention: Dan Jagers, General Manager

CONSULTANT:

***INSERT NAME, ADDRESS & CONTACT
PERSON***

and shall be effective upon receipt thereof.

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

20. Entire Agreement.

This Agreement, with its exhibits, all of which are incorporated by reference herein, and all documents incorporated by reference, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit hereto or document incorporated by reference herein, the provisions of this Agreement, then the District's RFP, if any, shall govern.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and authorized assigns of each Party to this Agreement.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants to provide the Services or similar services to the District.

26. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the District.

27. Governing Law and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California. Consultant must comply with the claim procedures set forth in Government Code section 900, et seq. prior to filing any lawsuit against the District.

28. Attorneys' Fees. The prevailing Party in any legal action brought for breach or to compel performance, shall be entitled to recover their reasonable attorneys fees and costs.

29. Interest of Subcontractors.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided District with a list of all subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the District in affirming compliance with this Section.

30. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Beaumont-Cherry Valley Water District—Professional Services Agreement (**Name of Consultant**)

WATER DISTRICT

By: _____

Dan Jagers

General Manager

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

ATTEST:

By: _____

Secretary

EXHIBIT A
Scope of Services

SAMPLE

EXHIBIT B

Schedule of Rates/Payments

Consultant will invoice District on a monthly cycle, or otherwise as expressly provided in this Agreement. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Consultant will inform District regarding any out-of-scope work being performed by Consultant. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

[Insert hourly rates or flat fee, as applicable, and rates for any other charges to be made by Consultant]

SAMPLE