



## **REQUEST FOR PROPOSAL**

### **To Provide**

*Standby Charge Engineer's Report and Administration Services*

### **Proposals Due**

February 14, 2023  
2:00 PM Pacific

### **Issued by**

West Basin Municipal Water District  
17140 S. Avalon Boulevard, Suite 210  
Carson, CA 90746

### **Issue Date**

January 17, 2023

## **I. REQUEST FOR PROPOSALS**

The West Basin Municipal Water District (West Basin or District) has issued a Request for Proposals (RFP) and invites qualified vendors with qualifications and experience representing public agencies to submit proposals to perform a comprehensive engineer's report for its standby charge program and to provide administration services for a three (3) year period.

## **II. INTRODUCTION**

West Basin is a public agency that provides imported drinking water and recycled water to 17 cities and nearly one million people in the coastal Los Angeles area. West Basin is member agency of the Metropolitan Water District of Southern California. West Basin is committed to providing its customers and communities with water reliability, water quality, sound financial and resource management, customer service and environmental stewardship. West Basin is an internationally recognized expert in water recycling, conservation, water education and water resource management. To learn more about West Basin please visit [www.westbasin.org](http://www.westbasin.org).

West Basin is governed by a five-member Board of Directors who each are elected by the public to represent their respective Divisions for a four-year term. The Board provides direction to the General Manager to act on the District's behalf as its representative to carryout Board policies and directives; provide leadership and management for District operations and approximately 50 District employees; and execute contracts for a wide range of services, including professional services, construction services, operations and maintenance, and various other support services.

### **BACKGROUND**

In 1992, West Basin took a significant step in its drought-proofing plan by commencing construction on a recycled water treatment plant and distribution system. This system was envisioned to provide a source of non-potable water completely independent of drought-sensitive imported water supplies, for use in non-potable applications such as irrigation and industry.

Pursuant to the provisions of the Uniform Standby Charge Procedures Act (Government code 54984, et seq), West Basin began levying an assessment in 1991 and uses a three-tiered Standby Charge structure based the County of Los Angeles Assessor's Land Use Code as follows:

- For multi-family residential properties, including but not limited to, condominiums, apartments, mobile homes, motels and hotels a rate of \$16 per dwelling unit;
- For single-family and duplex properties, a rate of \$24 per parcel for parcels 1 acre or less; and a rate of \$24 per acre or portion thereof, for parcels greater than 1 acre;
- For other-than-residential parcels, a rate of \$120 per parcel for parcels less than 1 acre, and a rate of \$120 per acre or portion thereof, for parcels greater than 1 acre.

West Basin has approximately 324,000 benefiting units and may grant an owner of a parcel of land

- a 50% reduction in the amount of the charge by showing reduced water demand for the parcel due to lack of available potable water, change of use, lot split, merger, or
- an exemption (100%) for the entire charge may be granted if the owner provides documentation showing the property cannot be developed.

#### Standby Charge Settlement

In 2017 a class action lawsuit was filed contesting the validity of the standby charge. On April 1, 2022 the Los Angeles County Superior Court finally approved a settlement of the suit, which will result in a phased reduction and eventual elimination of the standby charge, summarized as follows:

For properties within the West Basin service area, except for West Hollywood, property owners will experience an immediate reduction in their Standby Charge of no less than 30%; for the next two years, the Standby Charge will be reduced by no less than 40%; and for the subsequent five years, the Standby Charge will be reduced by no less than 20%. For these property owners, the Standby Charge will terminate no later than June 30, 2030. In West Hollywood, the diminution and elimination occurs even more quickly: West Hollywood property owners will experience an immediate 40% reduction in their Standby Charge, followed by a 60% reduction for the subsequent year. The Standby Charge will be eliminated for West Hollywood property owners no later than June 30, 2024. In addition, for the 2022-23 fiscal year, an additional reduction will be applied to the Standby Charge, reflecting the application of residual amounts in the settlement

fund, as required by the settlement agreement and the court's order finally approving the settlement.

The Board of Directors annually considers the approval of the resolution of intent, negative declaration, the engineer's report, and the standby charge rates.

### **III. SCOPE OF SERVICES**

West Basin is requesting proposals from firms to provide a comprehensive standby charge consulting service for the period May 1, 2023 to April 30, 2026.

In order to have an effective implementation of the standby charge program West Basin is seeking a firm with the expertise to handle the complete process from development of a new Engineer's Report in the first year, through the handling of data submission to the County of Los Angeles.

For a complete description of all required services and deliverables, please see the attached detailed Scope of Services as set forth in Exhibit A of this RFP.

### **IV. GENERAL PROPOSAL INFORMATION**

1. Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of their Proposals.
2. All Proposals submitted will become the property of West Basin.
3. Respondent may modify or amend its Proposal only if West Basin receives the amendment prior to the deadline stated herein for receiving Proposals.
4. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
5. Proposal Validity – Proposals must be valid for a period of at least 120 days from the closing date and time of this solicitation. Proposals may not be withdrawn after the submission date.
6. Pre-Contractual Expenses – West Basin shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as

expenses incurred by the Respondent in preparing its Proposal in response to this solicitation; submitting that Proposal to West Basin; negotiating with West Basin any matter related to the Proposal; and, any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.

7. Right to Audit – Following execution of an agreement and for a period of three years following the completion of the services, West Basin will have the right to audit the successful Respondent's (Awardee's) invoices and all supporting documentation generated in performance of services under the agreement.

8. Confidentiality – Confidentiality of Proposals is subject to the following:

- West Basin is subject to the Public Records Act, California Government Code Section 6250 et. seq. As such, all required submittal information is subject to disclosure to the general public.
- Respondent may provide supplemental information exempt from public disclosure under Gov. Code § 6254, including "trade secrets" under Evidence Code § 1060. Such supplemental information shall not be material to the required submittal information and West Basin shall be under no obligation to consider such supplemental information in its evaluation.

9. West Basin reserves the right to:

- Reject any or all Proposals;
- Select the Proposal most advantageous to West Basin;
- Verify all information submitted in the Proposal;
- Withdraw this solicitation at any time without prior notice and furthermore, makes no representations that any contract will be awarded to any Respondent responding to this solicitation;
- Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as West Basin may deem to be in its best interests;
- Negotiate the final contract with any Respondent(s) as necessary to serve the best interests of West Basin;
- Amend this solicitation;
- Amend the final contract to incorporate necessary attachments and exhibits or to reflect negotiations between West Basin and the successful Respondent.

## V. ANTICIPATED PROPOSAL SCHEDULE

West Basin has identified anticipated key dates as follows:

❖ Solicit Proposals	January 17, 2023
❖ Last day for Respondent questions	January 31, 2023
❖ Proposals Due	February 14, 2023
❖ Candidate Interviews/Presentations	February 28, 2023
❖ Recommendation for Award	March 28, 2023

## VI. RESPONDENT QUESTIONS, REQUESTS FOR CLARIFICATION, AND EXCEPTIONS

Questions regarding any aspect of this solicitation should be submitted via the Question-and-Answer Module of the Mercell System. In the event that the Respondent has any questions, requests for clarification, or wishes to take any exceptions regarding any part of this solicitation or its attachments, the Respondent should notify West Basin no later than January 31, 2023 at 5 PM, as noted above. **Questions, Requests for Clarification, and Exceptions must be submitted by this date. Questions, Requests for Clarification, and Exceptions submitted after this date will not be considered. Questions, Requests for Clarification, and Exceptions submitted with a proposal may result in the proposal being deemed non-responsive.**

West Basin's responses will be delivered in the form of an addendum to this solicitation through the e-procurement system, Mercell. Please note that the District reserves the right to post any addendums to the Request for Proposals on the District's website: westbasin.org. All proposers who obtain the solicitation through the District's website are responsible for regularly reviewing the District's website for any addendums. The District disclaims any responsibility for a proposer's failure to meet the requirements contained in any addendum the District posts to its website.

So that all Respondents will continue to have a fair and equal opportunity in this solicitation, an exception(s) will only be considered to correct errors or if all proposals submitted take exactly the same exception(s). West Basin's consideration of any exception shall not, in any way, be construed as West Basin's intent to grant said exception. Exceptions will be evaluated on a case by case basis and will be granted only to correct errors in the documentation or when it is deemed to be in the best interest of West Basin.

## VII. PROJECT ADMINISTRATION

Questions regarding any aspect of this solicitation should be submitted via the Question-and-Answer Module of the Mercell System.

## VIII. PROPOSAL INSTRUCTIONS

### A. Submittal

1. Respondents shall submit proposals either ONLINE on The Mercell System linked [HERE](#).
2. Proposals are due no later than **2:00 PM Pacific time, February 14, 2023.** The Mercell System will block submittal attempts after the deadline, and those proposals received in hard-copy format at the District after the deadline will be returned.

### B. Response Requirements

1. The information requested below will be used to evaluate the Respondent's Proposal. Respondents may be deemed non-responsive if they do not respond to all Sections.
2. Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.
3. Respondent's Proposal shall be clear, concise, accurate, and comprehensive. There is a 20-page limit for the proposal response and any appendix materials will not go towards to the page limit. **Excessive or irrelevant materials will not be favorably received.**
4. The **Proposals** shall be organized as follows:
  - a) Executive Summary Letter
  - b) Qualifications, Capabilities, and Experience
  - c) Key Personnel
  - d) Technical Approach and Methodology
  - e) Proposed Fee Schedule

**a) Executive Summary Letter**

This letter shall be a brief formal letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this solicitation. This letter must include the following information: complete legal company name (as it should appear in a contract), address, contact person, telephone number, and **e-mail address**. This letter shall identify all materials and enclosures being forwarded in response to this solicitation.

Proposal Validity Responses to this RFP shall be valid for a minimum of 120 days. Submissions not valid for at least 120 days will be considered non-responsive. The Respondent shall state the length of time for which the submitted proposal shall remain valid.

Insurance Requirements Respondent shall state herein their willingness and ability to provide the required insurance coverage and Accord insurance form. Insurance requirements are listed in the Sample Agreement attached (Exhibit "B"). West Basin will request the actual Accord insurance form and associated documentation when recommendation for award is made. The Respondent shall confirm their ability to provide the required coverage and Accord Insurance form.

Acceptance Statement Respondent must affirm the following acceptance statement:

"I, on behalf of the Respondent submitting this Proposal acknowledge that I have read and understand the subject solicitation and all its attachments. I further acknowledge that, by submission of a proposal in response to the subject solicitation, the Respondent accepts all the terms and conditions set forth in the solicitation, the Respondent accepts all the terms and conditions set forth in the subject solicitation and its attachments, including, but not limited to, the Sample Agreement."

The Executive Summary letter must be signed by an individual authorized to bind the proposing entity or by the two corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code. A proposal submission with an



unsigned Executive Summary Letter may result in the proposal being considered non-responsive.

**b) Qualifications, Capabilities, and Experience**

Respondent shall provide a brief discussion of its qualifications and capabilities to perform work similar in nature to the services requested herein. Respondent shall provide a brief discussion of its previous experience working with the Los Angeles County Auditor/Controller's office, with engagements that are the same or similar in nature to the services requested herein, and with knowledge of the Uniform Standby Charge Procedures Act (Water Code section 54984) and Proposition 218.

Respondent' shall provide a minimum of three (3) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar nature to the services requested herein. Respondent's Reference Information should include:

- Client's name, contact person, contact person's responsibility and relationship to the project, email address and telephone number.
- A description of the type and extent of the services provided by Respondent to the client.
- Names of key personnel on Respondent's team that participated in named projects and their specific responsibilities

If selected, Respondent may be requested to submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles. The financial statement must include a balance sheet and income statement. Respondent must be prepared to substantiate all information provided. Respondent must indicate Respondent's willingness to provide this information.

**c) Professional Qualifications of Key Personnel**

Respondent shall provide the names, resumes, and a statement of qualifications of key personnel expected to be assigned to this engagement and shall identify their specific responsibilities.

Respondent shall submit a complete list of all subconsultants they intend to utilize in the provision of services requested in this solicitation. The selected firm may not award or engage any outside consultant without the District's prior notification and approval.

**d) Technical Approach and Methodology**

Respondent shall provide its project management approach, including a project schedule, major milestones, status reporting, risk and issues management, key decision points for each task and key deliverable. Provide assumptions, anticipated risks, and exclusions, including expectations for performance by others. In particular, please add your firm's approach and key considerations on the development of a new Engineer's Report.

Respondent shall provide a discussion of ways to maximize benefits or services to West Basin as well as discuss objectives, recommendations and solutions. Respondent shall provide a project schedule and timeline by task illustrating key deliverables. Respondent is encouraged to identify and recommend any improvements/enhancements for the proposed service, as well as highlight any other issues Respondent deems appropriate.

**e) Proposed Fee Schedule**

West Basin staff intends to issue a 3-Year Agreement. Respondent shall submit a Price Proposal for the services requested in this solicitation for each task or deliverable by year. West Basin may accept and incorporate the submitted Price Proposal as part of the award/agreement process without further negotiation or, alternatively, may use it as the basis for negotiation or, alternatively, may use it as the basis for negotiations. Consequently, Respondents are encouraged to provide their best pricing terms

Please list and provide current rates for charges other than those based on time billed to clients (e.g., facsimiles, copying, court filing charges, computer research, etc.).

Provide cost assumptions and exclusions, including expectations for performance by others; and recommended contingency to fund

reasonably anticipated services that may arise but not be included within the above estimates.

## **IX. SMALL AND LOCAL BUSINESS ENTERPRISE PROGRAM**

1. **Small and Local Business Enterprise** - The District encourages the utilization of either small or local businesses. To promote the participation of Small or Local Business Enterprises in the competitive solicitation process, the District has established a program that provides incentives to encourage small or local firms/businesses to participate in District solicitations.
2. **Definition of Terms** - The following definitions shall apply:
  - a) **Local Business Enterprise (LBE)** - To be considered as a local business enterprise, a firm must provide evidence, in the form of a business license, that the firm is located at a fixed commercial or residential address where administrative, clerical, professional or other productive work is performed relative to its commercial purpose. The firm must be located either within the District's service area or within 25 miles of the District's Carson headquarters for a minimum of one year.
  - b) **Small Business Enterprise (SBE)** - To be considered as a small business enterprise and to encourage maximum participation, the District will accept a firm that meets the federal U.S. Small Business Administration (SBA) size standards or the SBE standards set by the California Department of General Services (DGS). In addition, the District will accept a firm's self-certification of any local agency within the State of California. All certifications are subject to verification.
3. **Verification** - To qualify as a Small and/or Local Business Enterprise, the Respondent MUST provide verification of their Business Enterprise status and must acknowledge within the e-procurement system, Mercell.
4. **Evaluation Scoring** - All Formal and Informal proposals for Professional Services will be evaluated on a 100-point scale. A value of three (3) additional points will be added to the evaluation scores of SBE or LBE participants who propose as prime Consultants on Professional Service Agreements. If the participant is both a SBE and LBS, the firm will be awarded up to six (6) points.

If a Prime Consultant includes a SBE or LBE as a Sub(s) in its proposal, the District will award one (1) point for participation from either SBE or LBE Sub(s) only if at least 30% of the total compensation paid by the District under the terms of the contract are allocated to and received by the SBE or LBE Sub(s).

In the event the proposed Services will be evaluated on a price basis only, the price proposals of SBE or LBE will be reduced by 3% (6% if both SBE and LBE) based on the percentage SBE or LBE participation consistent with the policy described in the paragraph above. If, after this adjustment, the SBE or LBE is determined to be the most competitive price proposal, the actual Contract amount will be the amount originally proposed.

## **X. SELECTION PROCESS**

A selection panel comprised of West Basin staff will review the proposals and consider the following factors to select the most qualified Respondent:

- Qualifications, Experience, and Capabilities
- Professional Qualifications of Key Personnel
- Technical Approach and Methodology
- Proposed Fee Schedule

Based on review of the proposals, a short list of Respondents may be selected to participate in an interview / presentation. Short-listed Respondents must be prepared to give their presentation on February 28, 2023. The interview / presentation will afford the Respondent an opportunity to present the key personnel assigned to the engagement and discuss their qualifications. The selection panel may ask questions about the Respondent's written Proposal and other issues regarding their proposed Scope of Services. Presentations will be evaluated and a successful Respondent will be selected for recommendation of contract award. The selection panel will recommend the firm that provides the best overall value to West Basin. Contract award is subject to the approval of West Basin's Board of Directors.

By submitting responses to this solicitation, respondents understand and agree that West Basin may award a contract to a firm whose approach exceeds or varies from the requirements listed. West Basin will be the sole judge of which proposal best satisfies the needs of West Basin.

Negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with the selected Respondent. Therefore, Proposals submitted should represent the Respondent's most favorable terms and offering, since the selection and award may be made without discussion with any Respondent. If West Basin engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. West Basin may elect to contact another firm submitting a Proposal. This sequence may continue until an agreement is reached.

## **XI. SAMPLE AGREEMENT AND INSURANCE REQUIREMENTS**

A Sample Agreement has been attached (Exhibit B) for your review. This agreement is representative of the agreement that will be executed upon award to the successful Respondent. Submission of your proposal in response to this solicitation constitutes your acceptance of all terms and conditions set forth in this sample agreement.

The successful Respondent shall procure and maintain, for the duration of the agreement insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work performed. The successful Respondent shall provide the following coverage:

Commercial General Liability	\$2,000,000
Business Automobile Liability	\$2,000,000
Workers' Compensation	\$2,000,000
Professional Liability	\$2,000,000

Prior to the start of work, the successful Respondent shall provide evidence of insurance from an insurer(s) certifying to the coverage, including an endorsement naming West Basin as an additional insured covering both the Respondent's ongoing operations and completed operations. For a complete description of the insurance requirements, please see Section 14 of the Sample Agreement (Exhibit B).

### **EXHIBITS:**

Exhibit A – Scope of Services

Exhibit B – Sample Agreement

# EXHIBIT A

## SCOPE OF SERVICE

West Basin is seeking proposals from qualified firms to prepare a comprehensive engineer's report for its Standby Charge Program pursuant to the Uniform Standby Charge Procedures Act and Proposition 218, and to provide administration services for a three-year period.

### Year 1

- a) Prepare a comprehensive engineer's report following the Uniform Standby Charge Procedures Act as described in Government Code Section 54984 et seq. The report is to be prepared and signed by a qualified engineer and include 1) A description of the charge and the method by which it will be imposed, 2) A compilation of the amount of the charge proposed for each parcel subject to the charge, 3) A statement of the methodology and rationale followed in determining the degree of benefit conferred by the service for which the charge is made, and 4) Schedules of charges.
- b) Coordinate with the County of Los Angeles in the preparation and timely submission of the Fiscal Year (FY) 2023-24 standby charges in addition to the reconciliation of equalized assessment roll.
- c) Produce a final assessment report with index by parcel number with the County of Los Angeles and provide a CD to West Basin for its permanent file.
- d) Maintain a comprehensive database of West Basin's parcel charge acreage in order to maximize potential revenues with the County of Los Angeles.
- e) Research acreage on new, split, and merged parcels as new assessor maps become available.
- f) Provide a toll-free telephone number to handle inquiries from parcel owners.
- g) Review and opine on taxpayer applications for reductions/exemptions of the standby charge for low water usage as well as aiding in obtaining the annual certificates for approximately 40 participants.
- h) Submit all required documentation/forms to the County of Los Angeles on behalf of West Basin.

### Year 2

- a) Update the engineer's report using the Uniform Standby Charge Procedures Act as described in Government Code Section 54984 et seq and Proposition 218.
- b) Coordinate with the County of Los Angeles in the preparation and timely submission of the FY 2024-25 standby charges in addition to the reconciliation of equalized assessment roll.

- c) Produce a final assessment report with index by parcel number with the County of Los Angeles and provide a CD to West Basin for its permanent file.
- d) Maintain a comprehensive database of West Basin's parcel charge acreage in order to maximize potential revenues with the County of Los Angeles.
- e) Research acreage on new, split, and merged parcels as new assessor maps become available.
- f) Provide a toll-free telephone number to handle inquiries from parcel owners.
- g) Review and opine on taxpayer applications for reductions/exemptions of the standby charge for low water usage as well as aiding in obtaining the annual certificates for approximately 40 participants.
- h) Submit all required documentation/forms to the County of Los Angeles on behalf of West Basin.

### Year 3

- a) Update the engineer's report using the Uniform Standby Charge Procedures Act as described in Government Code Section 54984 et seq and Proposition 218.
- b) Coordinate with the County of Los Angeles in the preparation and timely submission of the FY 2025-26 standby charges in addition to the reconciliation of equalized assessment roll.
- c) Produce a final assessment report with index by parcel number with the County of Los Angeles and provide a CD to West Basin for its permanent file.
- d) Maintain a comprehensive database of West Basin's parcel charge acreage in order to maximize potential revenues with the County of Los Angeles.
- e) Research acreage on new, split, and merged parcels as new assessor maps become available.
- f) Provide a toll-free telephone number to handle inquiries from parcel owners.
- g) Review and opine on taxpayer applications for reductions/exemptions of the standby charge for low water usage as well as aiding in obtaining the annual certificates for approximately 40 participants.
- h) Submit all required documentation/forms to the County of Los Angeles on behalf of West Basin.



# EXHIBIT B

**PROFESSIONAL SERVICES AGREEMENT NO. W**  
**between**  
**WEST BASIN MUNICIPAL WATER DISTRICT**  
**and**  
**{CONSULTANT}**  
**for**  
**{SERVICES}**

This Professional Services Agreement ("Agreement") is entered into by and between The West Basin Municipal Water District ("DISTRICT") and \_\_\_\_\_, ("CONSULTANT"). DISTRICT and CONSULTANT, which may be referred to individually as "PARTY" or collectively as "PARTIES", agree as follows:

**SECTION 1 - PURPOSE**

Under this Agreement, the CONSULTANT shall provide \_\_\_\_\_

**SECTION 2 - SCOPE OF SERVICES**

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

**SECTION 3 - TERM**

The term of this Agreement shall be for a period of \_\_\_\_\_ (days, weeks, months, years) commencing \_\_\_\_\_ ("Effective Date") and concluding \_\_\_\_\_.

**SECTION 4 - ACCEPTANCE**

This Agreement constitutes the DISTRICT'S offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT'S approval of, and consent to the terms and conditions of this Agreement herein.

**SECTION 5 - TERMINATION**

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance

with the requirements of Section 2 – Scope of Services of this Agreement, or in the event of a substantial breach of any term or condition.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination. Upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and the placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT'S possession in which the DISTRICT has or may acquire an interest. CONSULTANT will be compensated for work performed under the Agreement prior to the effective date of the termination.

#### **SECTION 6 – AGREEMENT ADMINISTRATION**

The Project Manager is the DISTRICT'S designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Xxxxxx xxxxx  
(310) 660-62xx

The duties of the DISTRICT'S designated representative may be delegated or reassigned at the discretion of the DISTRICT and without alteration to this Agreement.

#### **SECTION 7 - CONSIDERATION**

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis at the rates and in the amounts shown in Exhibit "B". Total payments shall not exceed \$ \_\_\_\_\_.

#### **SECTION 8 -BILLING**

(a) CONSULTANT'S invoices shall be submitted on a monthly basis for the previous month's services.

(b) CONSULTANT shall submit an itemized invoice that includes:

- (1) Date or period of service.
- (2) A complete description of the services performed.
- (3) DISTRICT'S Agreement number.

(4) The name of the DISTRICT'S Project Manager.  
(5) CONSULTANT'S remittance address.  
(6) Name and phone number of CONSULTANT'S accounts receivable representative.

(c) When applicable, CONSULTANT'S invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.

(d) CONSULTANT shall submit invoices to the following address:

West Basin Municipal Water District  
Attn: Accounts Payable  
17140 South Avalon Boulevard  
Carson, CA 90746

(e) Incomplete invoices will be returned to the CONSULTANT.

(f) DISTRICT'S payment terms are Net 30 days after receipt of invoice.

#### **SECTION 9 - NOTICES**

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid.

To: CONSULTANT  
Attn:

To: DISTRICT  
West Basin Municipal Water District  
Attn: General Manager  
17140 South Avalon Boulevard, Suite 210  
Carson, CA 90746-1296  
Phone: (310) 217-2411

#### **SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS**

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other projects. The CONSULTANT may retain

copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

### **SECTION 11 - CONFIDENTIALITY**

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or sub-consultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

### **SECTION 12 - FORCE MAJEURE**

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

### **SECTION 13 - INDEMNIFICATION**

CONSULTANT shall hold harmless, immediately defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of CONSULTANT or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from DISTRICT'S sole negligence or willful acts.

### **SECTION 14 - INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise

from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Business Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### **Additional Insured Status**

**The DISTRICT, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

### **Primary Coverage**

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the DISTRICT.**

### **Waiver of Subrogation**

CONSULTANT hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. 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 "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

### **Verification of Coverage**

CONSULTANT shall furnish the DISTRICT with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to DISTRICT before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that DISTRICT is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



### **SECTION 15 – LIMITATION OF WAIVER**

Except as may be expressly provided in a writing signed by the PARTIES, the failure or delay of either PARTY to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of any such provision or the relinquishment of any rights under that provision in the future, but the same shall continue and remain in full force and effect.

### **SECTION 16 – RIGHT TO AUDIT**

Following execution of this Agreement and continuing for a period of three years following the completion of performance, DISTRICT shall have the right to audit the CONSULTANT'S invoices and all supporting documentation generated in performance of this Agreement.

### **SECTION 17 - ATTORNEY'S FEES**

If any action is instituted to enforce this Agreement, the prevailing PARTY shall be reimbursed all reasonable attorneys' fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

### **SECTION 18 - ASSIGNMENT**

CONSULTANT shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the DISTRICT.

### **SECTION 19 - INDEPENDENT CONTRACTOR**

The PARTIES each acknowledge that they are separate entities, each of which has entered into this Agreement for independent business reasons. The relationships of the PARTIES hereunder are those of independent contractors and nothing contained herein shall be deemed to create a joint venture, employer/employee, partnership or any other relationship.

### **SECTION 20 - APPLICABLE LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

### **SECTION 21 - SUBSTITUTION OF SUB-CONSULTANTS**

There may be occasion, during the course of this engagement, to substitute or introduce a new sub-consultant in order to satisfy the requirements for a specific task request. Introduction of substitute or new sub-consultants will be allowed, but, is subject to the express written approval of the DISTRICT. Such approval shall not be unreasonably withheld.

#### **SECTION 22 - TIME IS OF THE ESSENCE**

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

#### **SECTION 23 - INTEGRATION**

This Agreement represents the entire understanding of the PARTIES. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

SAMPLE

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed as of the date of the latest signature below.

APPROVED:

West Basin Municipal Water District

By: \_\_\_\_\_ Date \_\_\_\_\_

Edward J. Caldwell, Interim General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date \_\_\_\_\_

Olivarez Madruga Lemieux O'Neill, LLP  
District Counsel

APPROVED:

CONSULTANT

By: \_\_\_\_\_ Date \_\_\_\_\_

Name and Title: \_\_\_\_\_

(please print)

TH:\T:\...REMOTE CONTRACTS\W3009