

LAGUNA BEACH COUNTY WATER DISTRICT

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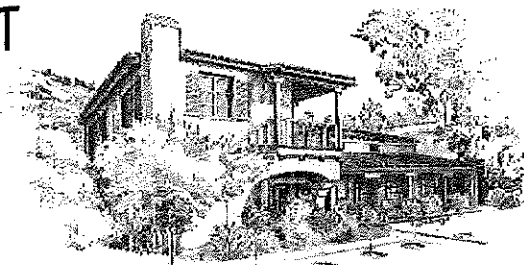
MEGAN K. GARIBALDI

GENERAL MANAGER:

KEITH VAN DER MAATEN

MANAGEMENT:

CHRISTOPHER J. REGAN, Assistant General Manager
BRIAN W. JEWETT, Manager of Finance



INCORPORATED 1925

February 26, 2021

**SUBJECT: REQUEST FOR PROPOSALS FOR EMPLOYEE LOCKER ROOM/CREW
BREAKROOM/OFFICE RENOVATION PROJECT**

Laguna Beach County Water District is seeking qualified architectural design firms to renovate the District's existing locker rooms, crew breakroom, and Operations offices. These services shall commence after the District formally awards the project, the contract has been fully executed, and the Notice to Proceed letter has been issued.

Instructions and forms to be used in preparing your submittal are found in the information included in the District's Request for Proposals (RFP). Each prospective respondent is responsible to thoroughly review the attached RFP and familiarize themselves with all the requirements set forth in this RFP. Of special importance are the following requirements:

- **Familiarity with the Job** – The Respondent is responsible for reading the entire RFP Package; attending any pre bid job walks and/or visiting the project site, if necessary, to identify all existing conditions and limitations, including the character of equipment and facilities needed prior to and during the completion of the work; and all other matters, which could affect the work to be done.
- **Insurance Requirements** – The selected Respondent is required to maintain General, Automobile, and Workers' Compensation and Employer's Liability Insurance in an amount as determined by the scope of the project. For specific requirements, see sample contract included in Bid Package.
- **Wage Requirements** – The selected Respondent must comply with the prevailing wage rates as determined by the State of California, pursuant to the provision of Section 1770-1777 of the Labor Code of the State of California, (Prevailing Wage Requirements).
- **Bond Requirements** – Depending on the project, a Payment, Performance, and Bid Bond may be required. For specific requirements, see sample contract included in Bid Package.
- **Builders Risk Insurance (or Installation Floater) Requirements** – May be required covering all risks of direct physical loss, damage or destruction to work to insure against such losses until final acceptance of the work by the District. For specific requirements, see sample contract included in Bid Package.
- **RFP Schedule**
 - RFP Issued: February 26, 2021
 - Site Visit: Week of March 8-12, 2021 (Call to Schedule)
 - Proposals Due: March 26, 2021, 4 pm
 - Award of Contract: April 22, 2021 Board Meeting

If you cannot agree to the requirements exactly as set forth in this RFP, please do not respond. The District reserves the right to accept or reject any or all bids/proposals and will not be responsible for any costs incurred in the preparation of the submittal. Please sign below and submit with your

bid/proposal acknowledging that you understand the requirements of submitting a bid/proposal for this project.

Sincerely,



Keith Van Der Maaten
General Manager

I understand the District's requirements of submitting a bid/proposal for this project.

Print Name: _____

Firm: _____

Signature: _____

**LAGUNA BEACH COUNTY WATER DISTRICT
REQUEST FOR PROPOSALS**

FOR ARCHITECTURAL DESIGN SERVICES

Date Issued: February 26, 2021

Proposal Due Date: March 26, 2021

A. Introduction

The Laguna Beach County Water District (“District”) is soliciting proposals for an experienced, qualified firm to provide **Architectural Design Services for its Employee Locker Room/Breakroom/Operations Offices Renovation Project** (“Project”).

In general, the successful proposer will provide Services including but not limited to: an evaluation of the existing facility, schematic design, design development, the provision of construction documents, bid assistance, construction management, and other such services as are described in this RFP or may be required to meet the District’s needs. The Scope of Services is more fully described below.

The successful proposer shall provide all necessary management, supervision, labor, parts, tools, equipment, and supplies required to provide the Services as defined in this RFP and consistent with generally accepted practices.

The District will award a contract, if at all, to the proposer who possesses the required qualifications and demonstrated experience, provides the best overall value to the District, and such other factors as the District may consider in its discretion.

The District reserves the right to reject any or all proposals and to negotiate modifications of parts of a proposal. Other terms and conditions of the contract will be negotiated as part of the process of selecting the successful proposer and will be subject to approval of the District.

B. Submittal Deadline

Submit 4 paper copies and one electronic copy of the Proposal no later than 4 p.m. on March 26, 2021.

Proposals must be delivered or mailed to:

Laguna Beach County Water District
Attn: **Christopher J. Regan**
Title: **Assistant General Manager**
306 Third Street
Laguna Beach, CA 92651

Contact information if you have questions:

Laguna Beach County Water District
Attn: **Christopher Regan**
Phone: 949-494-1041
E-mail: cregan@lbcwd.org

Submitted proposals become property of the District.

C. RFP Schedule

RFP Issued: February 26, 2021
Site Visit: Week of March 8-12, 2021 (Call to Schedule)
Proposals Due: March 26, 2021, 4 pm
Award of Contract: April 22, 2021 Board Meeting

D. Scope of Services

1. Project Information

The District is soliciting architectural design services to develop “turnkey” biddable design plans and specifications for interior improvements to existing crew restroom/locker rooms, breakroom, and operations offices located at 306 Third Street, in the City of Laguna Beach. The facilities have not been updated since the late 1980’s when they were constructed as part of a larger headquarters renovation and expansion. New technology, amenities, and staff needs should be evaluated and addressed in this renovation project. The historical significance of the existing building will be maintained through the renovation project.

Improvements include the following areas within the District’s headquarters:

- a. Men’s locker room/restroom
- b. Women’s locker room/restroom
- c. Field crew breakroom
- d. Operations offices

Services shall include, but not be limited to:

- a. Evaluation of the existing facility
- b. Pre-design meeting and subsequent meetings
- c. Development of concepts with visual aids, such as renderings and line drawings through several workshops with staff
- d. Assist District with material samples, specifications, and color options
- e. Preparation of “turnkey” biddable plans and specifications and construction estimate
- f. Submittals and shop drawings
- g. Review of design changes
- h. Review/respond to Requests for Information (RFI’s)
- i. Maintain as-built plans
- j. Provide signed, updated project mylars and final electronic documents that include all as-builts for the project with changes in AutoCAD format
- k. Bidding Assistance

2. Preliminary Concept, Design, and Estimates

- a. **Initial Design Review and Renderings** – The Architect will meet with and review the District’s requirements for the project. Architect will conduct a workshop with District staff to develop preliminary design concepts and estimates for the proposed improvements.

- b. **Architect will develop a design concept based on the initial design review.**
Considerations for the design concept shall include functionality, aesthetics, and budget.
- c. **Renderings and Estimate** – Upon District selection of a preferred design concept, architect shall provide a digital and printed rendering of proposed design. Architect shall modify design and revise renderings based on the initial feedback from staff. Colors, material samples, fixtures, appliances, and furniture will be discussed and viewed. Material samples will be provided by Architect and will include, but not be limited to, flooring, tile, laminate materials, fixtures, appliances, furniture, as well as a general paint scheme. Architect shall have general knowledge of costs of materials to help determine which materials will be used. Designs will be finalized, modifications will be noted, and Architect will begin fabrication drawings.

3. **Preparation of Plans, Specifications, and Estimates**

- a. **Drawings** – Architect shall prepare “turnkey” biddable plans, specifications, and estimates. The plans and specifications shall include material specifications including, but not limited to; restroom fixtures, electrical, utilities, mechanical, materials and finishes to be used, hardware, paint, tile, flooring, partitions, sinks, urinals, toilets, showers, dryers, light fixtures, appliances, furniture, and hardware. Considerations for state, federal, and District standards including ADA compliance and applicable codes shall be addressed and included in drawings.

4. **Project Bid Assistance**

- a. **Contractor Bids** – During the contractor bidding process, Architect will provide assistance with Requests for Information (RFI), interpretation of plans, preparation of addenda, and provide clarification to District staff.

5. **As-Builts**

- a. **Final Drawings/As-Built** – Upon project completion, Architect shall provide signed, updated project mylars and final electronic documents that include all as-builts for the project with changes in AutoCAD format.

E. Proposal Requirements

1. **Format and Requirements**

There is no maximum proposal length, however proposals should be kept to the minimum length necessary to address these requirements. Proposals shall be 8.5 inches by 11 inches in size, with pages numbered sequentially. Padding the proposal with boiler plate material is discouraged.

The selected proposer will be required to execute a contract in substantially the same form as the attached **Architectural Design Services Agreement**. As part of the response to this RFP, review the District’s form **Architectural Design Services Agreement** and identify any provisions to which the proposer takes exception. The selected proposer will sign this Agreement as written if no proposed revisions or modifications are included with the response to this RFP.

2. Proposal Contents

- a. **Firm Identification** – Provide the following for your Firm:
 - a. Firm name, address, telephone number and e-mail address;
 - b. Name and telephone number of contact person.

- b. **Sub-Contractors** – Provide the following for each Sub-Contractor:
 - a. Firm name, address, telephone number and e-mail address;
 - b. Contemplated role of the firm in the project;
 - c. License number, if applicable.

3. **Team** – Describe your team. Include the experience, background, academic training, certifications and registration of Key Personnel that will actually perform and be responsible for the Services. The District expects the successful proposer to commit the proposed Key Personnel if selected. If personnel change is needed, Firm will seek approval from the District prior to changes being made. Identify the location of the office where personnel are located and services will be performed. Include resumes as an appendix.
4. **References** – Provide at least four (4) references from clients for whom proposer has performed Services similar to those requested in this RFP who can be contacted regarding the qualifications presented in this proposal. Provide a short description of the services performed for each, including your firm or staff member's role, and a specific contact person with current contact information.
5. **Approach to Services** – Describe your technical approach to performing the Services.
6. **Proposed Contract Price** – State the proposed contract price, not to exceed fee for the Services including all related expenses. Provide rates for Additional Services.
7. **Signature** – Proposal shall be signed by an authorized corporate officer whose signature is binding upon the firm.
8. **Valid Period** – Include a statement that proposal will remain valid for 90 days from the date proposals are due.
9. **Conflict of Interest** – Proposal must include a statement that the proposer has no conflicts of interest in connection with providing the Services.
10. **Agreement** – Proposal must include either a statement that your firm has read the District's Services Agreement and will be ready to sign it after the award of the contract, or a list of items to which your firm takes exception. All revisions to the District's agreement are subject to approval or rejection by the District.

F. Selection Process

The District will review and rank all Proposals received. The District may decide to interview firms with the most competitive proposals. Key criteria to be used by the District in selecting the successful proposer, include but are not limited to the following:

1. Relevance and quality of experience;
2. Qualifications and references;
3. Approach to communications and document management resources;
4. Demonstrated understanding of the District's needs;
5. Cost.

District may reject any Proposal and may waive, to the fullest extent permitted by law, any informalities or minor irregularities therein not involving price, time or changes in the Services. District also reserves the right, in its discretion, to reject all Proposals and issue a further request for proposals. Additionally, District reserves the right: (i) to reject any nonconforming, non-responsive, or conditional proposal, (ii) to request other proposals, and (iii) to reject any proposal if District believes that for any reason it would not be in the District's best interest to make an award to that proposer. In evaluating Proposals, District will consider the information provided in each Proposal, compliance with the prescribed requirements, and such other data as may be requested in this Request for Proposals, interview, or any other information provided or discovered prior to executing the contract.

The District may conduct any investigations the District deems necessary to assist it in its evaluation of any Proposal and to establish the prospective service-provider's responsibility, qualifications and financial ability (and that of its proposed subcontractors, suppliers, and other persons and organizations) to perform and furnish the Services in accordance with the Contract Documents to District's satisfaction, and within the prescribed time.

District will determine at its sole discretion whether a Proposal is responsive and whether a proposer is responsible.

G. Protests

Protests based on the content of the RFP shall be submitted to the District no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with District's discretion or this RFP is not in compliance with law. A protest must be filed in writing with the District (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the contract award will be rejected by the District as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

The District will provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the District relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

H. RFP Attachments

1. District's standard Professional Services Agreement

**LAGUNA BEACH COUNTY WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
For
ARCHITECTURAL DESIGN SERVICES**

Effective Date: _____, 2020

TERM SHEET

Consultant: [NAME OF COMPANY]
[ADDRESS]
[PHONE NUMBER]
[EMAIL]

Key Personnel: _____, Project Manager

Description: [BRIEFLY DESCRIBE SERVICES] [OPTIONAL: The scope of services is more particularly described in Exhibit A, attached hereto and incorporated by reference.]

Term and Renewal: [EXAMPLES: One (1) year from Effective Date OR from Effective Date until June 31, 2021 OR District to have option to renew for additional one (1) year term.]

Project Milestones: [IDENTIFY ANY MILESTONE COMPLETION DATES; DELETE IF N/A]

Not-To-Exceed: The Total Compensation to Designer shall be [WRITTEN AMOUNT] [(\$NUMERICAL AMOUNT)]

Hourly Rates: [INSERT RATES OR REFER TO A RATE SHEET AS AN EXHIBIT]

Reimbursables: [IDENTIFY COSTS THAT ARE REIMBURSABLE; IF REFERENCING A RATE SHEET CONTAINING THIS INFO, THEN THIS CAN BE DELETED]

Other Rates: [INSERT ANY OTHER PAYMENT TERMS; DELETE IF N/A]

Insurance: Vendor shall comply with the insurance requirements contained in the Standard Terms and Conditions. [INSERT ANY EXCEPTIONS OR MODIFICATIONS]

Special Note(s): [INCLUDE ANY IF APPLICABLE; INCORPORATE GRANT TERMS HERE]

Exhibits: [LIST EXHIBITS TO AGREEMENT; DELETE IF N/A]

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into as the Effective Date by and between the Laguna Beach County Water District, a county water district organized and operating under the laws of the State of California, with its principal place of business at 306 3rd Street, Laguna Beach, CA 92651 ("District"), and Consultant. District and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. SERVICES.

Consultant shall provide the District with the services described in the Term Sheet.

3. COMPENSATION.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Total Compensation Amount set forth in the Term Sheet. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing or other expenses. Periodic payments shall be made within 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.

4. ADDITIONAL WORK.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

5. MAINTENANCE OF RECORDS.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

6. TERM.

The term of this Agreement shall be as stated in the Term Sheet. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to

proceed ("Notice to Proceed"). Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules, milestones and deadlines.

7. DELAYS IN PERFORMANCE.

Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

8. COMPLIANCE WITH LAW.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including but not limited to Cal/OSHA requirements. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

9. STANDARD OF CARE.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

10. ASSIGNMENT AND SUBCONSULTANT.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

11. INDEPENDENT CONTRACTOR.

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

12. INSURANCE.

Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required by the Term Sheet as further described in this Section. If the Term Sheet does not identify insurance types or coverage limits, then Consultant shall procure insurance pursuant to this Section. Consultant shall not allow any subconsultant to commence work until it has secured all insurance required under the Term Sheet and this section.

a. Commercial General Liability

(i) Unless modified by the Term Sheet, the 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) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) 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 give District, its directors, commissioners, officials, officers, employees, agents and District authorized volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) Unless modified by the Term Sheet, at all times during the performance of the work under this Agreement, the 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 give District, its directors, commissioners, officials, officers, employees, agents and District authorized volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing 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, the 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 subconsultants 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 modified by the Term Sheet, 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 in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "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. Minimum Policy Limits Required

(i) Unless modified by the Term Sheet, the following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
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 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(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.

f. Evidence Required

Prior to execution of the Agreement, the 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.

g. 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, the Consultant shall deliver renewal certificate(s) including the General Liability 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 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 named 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. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(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 directors, commissioners, officials, officers, employees, agents, and volunteers 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 subconsultants.

(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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. 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 the 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 cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its directors, commissioners, officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements.

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured 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 or subconsultants.

13. INDEMNIFICATION.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its directors, commissioners, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its directors, commissioners, officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project 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, the District, its directors, commissioners, officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Consultant's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Consultant's proportionate percentage of fault.

14. CALIFORNIA LABOR CODE REQUIREMENTS.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its directors, commissioners, officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all

California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its directors, commissioners, officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

15. VERIFICATION OF EMPLOYMENT ELIGIBILITY.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. LAWS AND VENUE.

This Agreement shall be interpreted in accordance with the laws of the State of California. 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 Orange, State of California.

17. TERMINATION OR ABANDONMENT.

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. 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, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. DOCUMENTS.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement, which shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission.

19. ORGANIZATION.

Consultant shall assign one of its key personnel as a Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

20. LIMITATION OF AGREEMENT.

This Agreement is limited to and includes only the work included in the Project described above.

21. NOTICE.

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:

Laguna Beach County Water District
306 3rd Street
Laguna Beach, CA 92651
Attn: District Engineer

CONSULTANT:

As Identified on Term Sheet

and shall be effective upon receipt thereof.

22. 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.

23. 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.

24. ENTIRE AGREEMENT.

This Agreement, with its exhibits, 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.

25. SEVERABILITY.

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

26. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

27. NON-WAIVER.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. TIME OF ESSENCE.

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

29. DISTRICT'S RIGHT TO EMPLOY OTHER CONSULTANTS.

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

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. 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, commissioner, 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE LAGUNA BEACH COUNTY WATER DISTRICT
AND [***INSERT NAME***]**

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

LAGUNA BEACH COUNTY WATER DISTRICT

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT TITLE]

APPROVED AS TO FORM:

By: _____
District Legal Counsel

EXHIBIT A
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C
Activity Schedule

EXHIBIT D
Federal Requirements