



# Request for Proposal

## Board Room, Training and Conference Room Audiovisual Systems Design Services

January 6, 2014

---

**All proposals must be submitted to:**

**Vallecitos Water District**

**201 Vallecitos de Oro**

**San Marcos, CA 92069**

**Attention: Karla Fisher**

# Table of Contents

- Introduction..... 1
- Timeline and Required Response Dates ..... 1
- Proposal Requirements ..... 2
- Board Room ..... 6
  - Background..... 6
  - Current Board Room Arrangement..... 6
  - Current Board Room Equipment ..... 6
    - Board Members..... 6
    - Board Room Audience..... 7
    - Board Room Presentation Podium..... 7
    - Administrative Personnel..... 8
    - Video Recordings of Meetings ..... 8
    - Video Recording Improvements ..... 8
- Training Room ..... 10
  - Background..... 10
  - Current Training Room Arrangement..... 10
  - Training Room Upgrade ..... 10
  - Training Room EOC Upgrade: ..... 11
- District Conference Rooms..... 11
- Scope of Services (SOS)..... 12
  - Task 1 – Assessment and Design..... 13
    - 1. Pre-Design: ..... 13
    - 2. Creation of an AV System Design:..... 13
  - Task 2 – Plans and Specifications..... 14
  - Task 3 – Bid and Construction Phase Services..... 14
  - Task 4 - Project Final..... 15
- Payment..... 16
- APPENDIX A - Professional Services Agreement ..... 17

## Introduction

The Vallecitos Water District (VWD) is seeking proposals for professional AV design services for the upgrade the District's Board Room, Training Room and Conference Room audiovisual (AV) systems. This Request for Proposal (RFP) describes the project, the scope of services, the proposal submittal requirements, and the consultant selection process. Failure to submit the information in accordance with the requirements of the Request for Proposal and its associated procedures may be a cause for disqualification. Consultants responding to this RFP for Design Services will not be eligible to respond to the bid for Board Room and Training Room Audiovisual Upgrade Project contracting services.

## Timeline and Required Response Dates

**January 6, 2014:** Request for Proposal (RFP) released.

**January 6, 2014:** Interested consultants should notify the District of their intent to respond to the RFP by email to [kfisher@vwd.org](mailto:kfisher@vwd.org). Please include the name, phone number, and email address for the primary contact at the firm. The email address will be used to send any clarifying information during the RFP response period.

**January 21, 2014: Mandatory Evaluation Meeting Date.** A mandatory meeting and site evaluation will be held in the District Board Room on **January 21, 2014**. Consultants will have the opportunity to see the current configuration and audiovisual equipment. Blueprints will be available or can be requested by email. All questions pertaining to the project will be addressed at this meeting.

**February 7, 2014: Proposal Submittal Deadline.** Proposals must be received by **5:00 pm, February 7, 2014**. Upon receipt, the proposals will be reviewed by VWD staff for responsiveness to this RFP including, but not limited to, the following required elements:

- The firm's experience and capability, and the experience and qualifications of the proposed team members, to perform the work required for the project;
- The firm's proposed approach to the project, including the management approach and logistics necessary to accomplish the work;
- The firm's detailed scope of work for the project, which includes a detailed explanation of the project from the author's point of view; and,
- The firm's proposed fees, the level of involvement of each team member, and the

corresponding hours for performing the work.

VWD's evaluation of the proposals it receives will result in a ranking of the candidate firms. Interviews will be held with the top three (3) rated firms, which will be scheduled to allow ample time for possible presentation preparation. The firm selected will be invited to negotiate a professional services agreement and scope of work. In the event that a successful contract cannot be negotiated within a reasonable amount of time, the second ranked firm will be contacted to negotiate an agreement.

## **Proposal Requirements**

Five (5) bound original and one electronic copy of the proposal in response to this RFP shall be submitted to Karla Fisher, Information Technology Supervisor, at the Vallecitos Water District, 201 Vallecitos de Oro, San Marcos, CA 92069, and received by the District by the due date set forth above.

The fee quoted in the proposal shall be deemed the firm's proposed contract amount and shall be used as the basis for contract negotiation. The primary evaluation criteria used to select the winning proposal will be based on understanding of the project, project approach, scope of work, staff qualifications and experience, record of performance, proposed fee and man hours, and references.

The following insurance coverage will be required, as a minimum, by the District:

- Consultants' Professional Liability - \$1,000,000 annual aggregate
- General Liability - \$1,000,000 annual aggregate.
- Workers' Compensation per applicable state and federal laws.
- Employers' Liability - \$1,000,000 limit.
- Comprehensive Automobile Liability Insurance - \$1,000,000 annual aggregate.

The selected Consultant shall name the District, its directors, officers and employees as additional named insured on its policies of general liability and automobile insurance.

The proposal must be signed by the firm's proposed team Project Manager. The proposal may be rejected if signed by a team member proposed to have less than 20 percent hourly

involvement in the project. Proposals shall be developed with at least the following sections tabbed for easy reference:

- Project Team
- Project Team
- Relevant Experience and Contacts
- Project Approach
- Detailed Scope of Work
- Fee and Schedule
- Other Items

The following format shall be used for an in-depth proposal development. These categories are intended as a minimum only. Additional categories that are deemed necessary for a complete proposal may be added.

**Project Team:** The project team members shall each be identified by name, project responsibility, title, experience, and qualifications including the team Project Manager, project engineer, and any other individual, organization, or sub-consultant proposed to have more than five percent hourly involvement, excluding typographical/reproduction activities. In particular, provide a detailed discussion of the relevant experience and qualifications of the Project Manager and other key members of the project team, including the level of responsibility and commitment of key personnel for the duration of the project. The proposal shall list the same information for any sub-consultants that will be used for the project, including, without limitation, their scope of work, and their approximate percentage of overall participation in the project work.

**Relevant Experience and Contacts:** The proposal is to include a listing of previous project experience, a scope of work summary, and reference contacts for at least three (3) recent projects that the firm completed using similar expertise as that required for the current project. Similar projects and expertise with governmental agencies and related facilities will be weighed heavily, although private projects requiring similar skills and expertise will also be considered.

**Project Approach:** The proposal shall contain a description of the approach to project management logistics necessary to accomplish the work described in the detailed scope of work, including place of work for major project phases, staffing, conceptual organization of major phases, sub-consultants, and meetings. The proposal shall also discuss the firm's vision for the project and include discussion on areas of interest, ideas to enhance the project and cognizance of potential concerns.

**Detailed Scope of Work:** The proposal shall contain a detailed explanation of the project as viewed by the firm. The explanation should demonstrate the firm's knowledge of the project and shall be responsive to RFP requirements. The proposal shall contain enough detail to demonstrate that sufficient thought has been given to accomplish the work in an efficient and timely manner. The detailed scope of work should complement elements of the fee and schedule with additional information.

**Fee and Schedule:** The proposal shall contain a spreadsheet showing elements of work corresponding to the detailed Scope of Services. The names and titles of all personnel and subconsultants to be utilized by the Consultant should be included. Hourly involvement and billing rate for each team member should be listed for each element of work. Expenses and other costs should be shown at the bottom of the table and totaled with the hourly costs. A current rate schedule for each team member and for each sub-consultant's team member valid for the duration of the project shall be provided.

Expenses and costs eligible for reimbursement shall be limited to costs and expenses for making copies, blueprints, reproduction, etc., of products which are specifically requested by, and to be submitted to, the District under the negotiated professional services agreement. Reimbursable expenses and costs do not include preparation or reproduction of consultant or subconsultants working documents, mileage, mailing costs, telephone or facsimile transmission costs, or other costs not directly associated with project deliverables. District will reimburse reasonable and fully documented direct costs only; no Consultant markup of expenses/costs is allowed.

**Time of Completion:** The Consultant shall complete all services within three (3) months from the date that a Notice to Proceed is issued for this project. Consultant shall include a proposed time schedule including milestones for each deliverable identified by the consultant in the proposal. Allow a two (2) week review period for District review of milestone submittals.

**Professional Services Agreement:** The successful firm shall be required to execute a standard District Professional Services Agreement, which includes a confidentiality clause (copy attached). The proposal shall specifically list any exceptions the firm takes to the attached Professional Services Agreement. Any exceptions listed may preclude further contract negotiations with the successful firm.

**Other:** The proposal shall be limited to 50 single-sided pages inclusive of all text, graphics, tables, resumes, charts, and other information submitted by the consultant for

review by the District, but exclusive of the cover, back and dividers. All exhibits and information shall be limited in size to 8 ½” x 11”.

**Point of Contact:** All inquiries regarding this RFP should be directed to Karla Fisher, Information Technology Supervisor, at (760) 744-0460.

## **Board Room**

### **Background**

The Vallecitos Water District is governed by five Board members and Board meetings are held the first and third Wednesday of each month. Board meeting information can be found on the District's website: [www.vwd.org](http://www.vwd.org). The meetings are video recorded for a later TV broadcast and also posted on YouTube. The District wishes to keep the current structure and furnishings of the Board Room, but will consider modifications if proven necessary to improve or meet audiovisual upgrade requirements. Most of the current audiovisual equipment has been in place for several years and is outdated. Lighting, speaker system, video camera and method, presenter's podium, administrative personnel station, viewing screens and all related equipment will be improved or replaced in the upgrade. Where possible, equipment, monitors, cabling and other associated hardware will be consolidated and recessed to present a clean, efficient and modern design.

### **Current Board Room Arrangement**

Five Board members are seated at the dais facing the audience. The General Manager, Assistant General Manager and Legal Counsel sit to the left of the Board members on the dais and two Administrative personnel sit to the right of the Board members. Maximum capacity is 151 persons. A podium with network connection and microphone is positioned in front of the Board members. The Board Room has guest and internal wireless access and also Ethernet network access. Large screens and projectors are positioned at each side of the Board Room for the Board members and audience to view documents and presentations. The screen positioning is not optimal and the audience must look to either side to see the screens, taking their attention away from the Board members or presenter.

### **Current Board Room Equipment**

Improvements to the following areas of the Board Room should be considered when attending the mandatory meeting and addressed when responding to the RFP:

#### **Board Members**

- Board members have a speaker with volume control and a microphone at their station on the dais, but have difficulty hearing each other. Speaker quality, arrangement and room acoustics must be considered when designing the new



audio system. Board members must be able to hear each other and presenters at the podium.

- Microphone mute buttons will be installed at each Board member station.
- Voting buttons will be installed at each Board member station.
- Voting results will be displayed for the audience.
- Monitors at each Board member station will continue to display documents and presentations displayed on large audience screens. A new design might include recessed monitors built into the dais.
- Ability for Board members to scroll through a presentation on their monitor as it is being presented on the audience screens.
- A larger screen may be considered to mount in front of the Board members, possibly on the podium, alleviating their need to view audience screens. Or TV monitors could be mounted overhead.
- Power and USB outlets will be installed at each Board member station.

### **Board Room Audience**

- Viewing screens must provide comfortable viewing for the audience.
- Speaker positions and sound must be optimized for the audience. A surround-sound system might be a possibility.

### **Board Room Presentation Podium**

- Currently the podium has power and a network connection. The new podium will use wireless network access.
- The current podium (furniture) will be replaced.
- Presenters at the podium should have the ability to control their presentation displayed on viewing screens, including annotating and drawing on screens remotely through a wireless connection and possibly a touchscreen device (iPad, Tablet or Netbook) located at the podium. Addition of an interactive projector or screen with these capabilities is desired.
- The presenter's focus and attention should be directed to the Board members rather than downward to the podium or to side screens. The positioning of a monitor in front of the podium or behind the Board members are options to consider.
- Provide most efficient and easy methods for presentations.
- A timer or clock should be installed at the podium.

## Administrative Personnel

- Currently a PC monitor, laptop and a video monitor are crowding the desktop area in front of the Administrative personnel at the dais. Equipment in this area needs to be consolidated, minimized and preferably recessed.
- An Elmo overhead projector at the station will be removed and other options suggested by the consultant for displaying paper documents on screens.
- A method to display the meeting agenda and presentations on screens simultaneously is desired. This may require separate TV monitors displaying the agenda throughout the meeting and positioned for audience and Board member viewing.
- Broadcast existing satellite TV on new screens.
- Currently a PC with network connection runs the FTR meeting recording software. A method to record the meeting to a compact flash card rather than using the FTR software is desired.
- Presentations at the podium are currently run from a laptop at the podium or by Administrative personnel seated at the dais. Administrative personnel must be able to control or run any presentation, in any format, from their station at the dais or the podium.
- Administrative personnel will continue to control the video recording of the meeting. Currently they are required to start and stop the recording on a DVD recorder at their station.
- Minimize cabling at Administrative station.
- All unnecessary cabling will be removed by the consultant.

## Video Recordings of Meetings

The District began video recording Board meetings in September 2013. There is one video camera mounted on the back wall of the Board Room and only the Board members are videoed. The District wants to produce a better quality video. Currently meetings are recorded to the hard drive of a DVD recorder in .VRO format and then transferred to a DVD-RW. A videographer modifies the file for TV and uploads it to the District's YouTube channel: <https://www.youtube.com/user/VallecitosWaterDist>.

## Video Recording Improvements

- Produce better quality videos with better camera, recording equipment, cabling and possibly a second camera.
- Make lighting changes to improve video quality.
- Maintain quality of sound on recorded video.

- Have 'screen on screen' capability for presentations.
- Recording equipment should reside on the District network so video files can be saved on network servers for easy access.
- The existing recording equipment may be retained as a backup system to new equipment or may be used for video recording in the Training Room.
- Addition of an 'on air' light (possibly on the camera) to indicate when meetings are recording. This light will be positioned for visibility from the dais. The light may be controlled by Administrative personnel or preferably, electronically, when the recording begins and ends.
- Possible addition of a second video camera to record presenters at the podium.

## **Training Room**

### **Background**

The Vallecitos Water District's Training Room accommodates 140 people. Besides trainings and occasional Board meetings, the room also functions as the District's Emergency Operations Center (EOC). A large screen is at the front of the room and uses a rear projection system. A TV monitor is mounted on a side wall primarily for EOC use. The room has satellite TV which can display on the front screen and TV. Tables in the room can be moved to accommodate events, trainings are usually classroom style, Board meetings are u-shaped. Microphones hang from the ceiling in the front area of the room for Board meeting audio recordings. The Training Room has guest and internal wireless access and also Ethernet network access.

### **Current Training Room Arrangement**

Apple TV  
Elmo  
DVD player  
Marantz Recorder (used to record Board meetings)  
Sony Receiver (Satellite TV, DVD player, Elmo)  
Microphones

### **Training Room Upgrade**

The District wishes to design a state of the art training facility which can accommodate any type of presentation format, meet the needs of Board meetings conducted in the room and operate as the District's EOC. The room must be easily converted to the EOC room layout and configuration in the event of an emergency. The District will be moving to a new IP-based phone system in 2014 so setting up phones in the EOC will not be as difficult as the current procedure. Improvements, additions or replacements to the following AV areas of the Training Room include but are not limited to:

- Projection Screen
- Projector
- All audiovisual equipment
- Addition of interactive projector or screen
- Phone conferencing capability

- Ability to video record meetings. Moving the current Board Room video camera and recording system to the Training Room is an option.

### **Training Room EOC Upgrade:**

Currently the EOC uses a TV mounted on a side wall and the main projector screen at the front of the room. A diagram of the EOC setup in the Training Room is attached.

Requirements include:

- 10 laptops using the wireless network
- 10 phones (dedicated extensions)
- Fax connection
- District radios must be mounted or stored on shelves
- Addition of three TVs
- Addition of two interactive projectors or screens
- Central control box or panel to run all AV equipment with ability to select what displays on projectors or screens.
- Ability to record EOC training or emergency sessions using current recording equipment or new equipment.

### **District Conference Rooms**

The District has five small conference rooms; four rooms at the administrative site and one at the Meadowlark Treatment Facility in Carlsbad. The AV systems in each conference room will be evaluated and upgraded. The addition of an interactive projector or screen is desired and also conference phone capabilities. All AV equipment should be standardized throughout the District conference rooms and Board Room and Training Room for ease of use.

## Scope of Services (SOS)

The AV Consultant is to design a state of the art AV system meeting the District objectives. The AV consultant will, as requested, attend meetings with District employees and District Board members to determine needs, present their design, make modifications as requested and review final designs.

The AV Consultant will create detailed technical drawings and specifications for its implementation of the Board Room and Training Room Audiovisual Upgrade Project. The District will bid out the final drawings and specifications for contracting services which will also include upgrades to the five conference rooms and EOC configuration in the Training Room.

The AV Consultant will review bid submittals received by prospective AV contractors and assist the District in determining the lowest responsive and responsible contractor. Upon the award of the AV implementation contractor, the AV Consultant shall be the liaison between the AV implementation contractor and other parties and stake holders to ensure that the AV implementation contractor performs high quality work and implements the design.

The AV Consultant shall provide project management to insure fulfillment of this Scope within budget and schedule. The AV Consultant is expected to provide continuous Quality Assurance and Quality Control of design activities. The AV Consultant shall prepare an initial detailed Project schedule outlining all tasks, durations, and milestone dates for District review and approval within two weeks from receiving a Notice to Proceed. During the implementation period the AV Consultant shall regularly visit the District to check on the contractor progress, quality of workmanship and likelihood of meeting the implementation schedule and budget.

The AV Consultant shall meet with the District and submit status reports to update VWD staff and exchange ideas as the work progresses. Agendas and meeting minutes shall be prepared for all meetings and submitted to the District within five working days before/after each meeting. The AV Consultant shall attend coordination and progress meetings with AV contractor or parties involved as necessary.

## **Task 1 – Assessment and Design**

### **1. Pre-Design:**

- a. The AV Consultant will meet with District’s stake holders to determine the detail needs, features, scope of services, and the total budget and implementation schedule of the project. Meeting requirements include two (2) Board member and management workshops and four (4) meetings with District staff.
- b. The AV Consultant shall assess the existing AV equipment to determine if it can be utilized and incorporated into the upgrade.

### **2. Creation of an AV System Design:**

- a. The AV Consultant firm shall design a top of the line, robust, smart, expandable, adaptable, scalable and modular AV system that meets or exceeds the District technical and business goals.
- b. The AV Consultant shall create a detailed, industry-standard bid suitable for bidding and contracting purposes. The statement of work shall be a neutral document with detailed instructions on how the AV equipment shall interact in the District’s infrastructure (Board Room, Training Room, and Conference Rooms).
- c. The AV Consultant shall prepare an itemized Bill of Materials (BOM) for prospective contractors to complete. The BOM shall include materials and labor for all equipment and services specified in the SOS.
- d. The AV Consultant shall coordinate their design work with District’s Information Technology Department, Building Facilities Department, and the Risk Management Department to ensure that the recommended AV system will meet their requirements and needs.
- e. The AV Consultant, in coordination with District, shall design a scoring matrix for contractors interested in the AV systems contract. The matrix shall, at a minimum, examine each contractor’s experience, skill, resources, equipment specified and ability to complete the work within the project schedule and budget.
- f. The AV Consultant shall use the final approved AV systems bid document to create a bid package. This design work shall include:

- Creation of RFP for contracting services.
- Providing a list of known contractors for the bid to be issued by the District.
- Providing responses, to District, for any technical inquiries received by District
- Creation of an independent estimate of the total cost of materials and labor needed to complete the project.
- Providing a technical review of all bids received and advising District of the contractor offering the lowest bid responsive to the bid requirements.

## **Task 2 – Plans and Specifications**

1. Prepare Plans, Specifications, Drawings and Estimate for upgrading the Audiovideo System of the District’s Board Room and Training Room. All design services must be performed in accordance with the applicable standard of care for services performed by similarly licensed professionals, performing work in the same geographic location as consultant. Designs must meet all current applicable federal, local, and regulatory codes and laws.
2. Submit progress submittals at the completion of the 50%, 90% and 100% design completion stages. The Consultant will meet with District staff and conduct a review of the 50%, 90% and 100% design documents, receive input from District staff and work collaboratively to revise and finalize the design of the project. For scheduling purposes, the Consultant should allow for a three-week review period by VWD for each progress submittal.

## **Task 3 – Bid and Construction Phase Services**

AV Consultant will provide construction and implementation phase support services including: bid period support, submittal review and responses, site inspections, Request for Information (RFI) review and responses, attend inspections and project meetings as directed by District and otherwise as approved by District. AV Consultant will review and provide written input to District on all written documents within five business days of receipt.

### **1. Bid Period Support Services:**

The AV Consultant shall provide services during the bidding period and shall assist VWD in resolving discrepancies and/or interpretations of the contract documents. The AV Consultant shall be responsible for preparing addenda as



needed to clarify the contract documents. VWD will be responsible for distribution of any and all addenda.

## **2. Construction Phase Services:**

The Consultant shall attend and participate in the pre-construction conference, prepare agenda and meeting minutes and distribute to all attendees within five days of the meeting. The Consultant shall provide scope and fee for up to three (3) construction meetings; review 20 RFI's, 20 submittals and two (2) construction changes.

During the implementation period the AV Consultant shall regularly visit the job site to check on the contractor progress, quality of workmanship and likelihood of meeting the implementation schedule and budget.

## **3. Post Construction Services:**

Upon completion the AV Consultant will conduct an inspection of the project to determine all work has been completed according to technical drawings and specifications. The AV Consultant will provide start-up monitoring, troubleshooting and post construction support.

## **Task 4 - Project Final**

Prepare Final Record Drawings - At the end of construction and implementation, the consultant will prepare a final set of Record Drawings indicating the final design drawings, incorporating as-built conditions in accordance with the redline markups and other field information received from the District and or the Contractor, and consultant's own records.

## Payment

Payment for this work shall be on a time-and-materials basis with a prior-approved, not-to-exceed limit. Additional funds will only be authorized for work outside of the approved scope and specifically requested by the District. Progress payments will be made monthly, based on the Consultant's invoice and VWD's concurrence with the project progress. Invoices must be submitted 10 working days prior to any scheduled Board meeting and will be paid within 30 days after the Board meeting. Board meetings are held on the first and third Wednesdays of each month.

**APPENDIX A - Professional Services Agreement**

# **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (Agreement) is entered into by and between Vallecitos Water District (District), a County Water District organized and operating pursuant to California Water Code sections 30000 et seq., and [REDACTED] (Consultant), a [REDACTED] (California Corporation, LLC, etc.), as follows,

## **R-E-C-I-T-A-L-S**

1. The District is seeking proposals from interested, highly qualified experts who are certified firms to provide audiovisual consulting for the upgrade of the District's Board Room and Training Room audiovisual systems.
2. Consultant is a professional firm and has represented to District that it is qualified and has the knowledge, skill, expertise, and other resources necessary to complete the Board Room and Training Room Audiovisual Design Services Project, that it is fully acquainted with the scope of services required for the Project having taken such actions as necessary and advisable to make itself familiar with the Project, and that the Services described in Schedule A, Scope of Services, attached to this Agreement adequately address the requirements to properly complete Project.
3. The District has relied on Consultant's representations in selecting Consultant to perform the Services, and Consultant desires to provide District with such Services, in accordance with the terms and conditions of this Agreement.

## **C-O-V-E-N-A-N-T-S**

### **1. CONSULTANT'S SERVICES AND SCHEDULE**

1.1 Services. Consultant shall provide all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide District with professional audiovisual services as required to conduct the Project, as more

fully described in the Scope of Services attached hereto as Schedule A and incorporated herein by this reference (Services). Consultant shall provide District with such Services in accordance with the terms and conditions of this Agreement. All Services shall be performed by Consultant to the reasonable satisfaction of District.

1.2 Consultant's Schedule. The time limits and standards established in Consultant's Schedule, set forth in Schedule B and any updates thereto as approved by District, shall be adhered to by the parties in the performance of this Agreement.

1.3 Personnel. Consultant shall assign adequate and competent personnel as necessary and appropriate for the skillful, competent and timely performance of the Services. Consultant shall ensure that all staff are fully equipped and in possession of all licenses, certificates, permits, qualifications, or approvals of whatever nature required by any governmental agency having jurisdiction for the lawful performance of the portion of the Services to which they are assigned. Consultant warrants that neither it nor any of its employees performing any of the Services are disqualified by the District or debarred by any governmental agency from providing the Services. A person demonstrating a lack of acceptable job skills, insubordination, actions disrupting the work or good order of others, or faulty workmanship shall be deemed to present good cause for District to direct, by notice to Consultant, that such person be removed from performing any aspect of the Services. Within ten (10) days of its receipt of such notice, Consultant shall replace, or ensure the replacement of, such individual with a qualified person acceptable to District.

1.4 Subconsultants. Consultant shall not hire any subconsultant to perform any aspect of the Services without the prior express written consent of District. Consultant remains responsible for the professional and technical accuracy of all Services furnished and for the performance of all Services in accordance with this Agreement, whether the Services are performed by Consultant or by its subconsultants.

1.5 Nondiscrimination. In performing under this Agreement the Consultant will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, religion, national origin, ancestry, sex, age, sexual

orientation, disability, marital status, domestic partner status, or medical condition, or otherwise commit an unfair labor practice. Consultant's actions of non-discrimination shall include, without limitation, all activities related to initial employment, upgrading or promotion, demotion, transfer, recruitment or recruitment advertizing, layoff, or termination.

1.6 Correction of Defective Services. In the event Consultant fails to conduct the Services in accordance with the terms and conditions of this Agreement, Consultant shall promptly perform such corrective action as necessary to remedy such failure at its own expense including performing again all aspects of the Services required to be redone as a direct or indirect result of that failure. Any District review, approval, acceptance or payment for any of the Services does not relieve the Consultant of its obligation to perform the Services in accordance with the terms and conditions of this Agreement.

1.7 Additional Services. "Additional Services" shall mean those additional professional services which are not described as a part of the Services under the Scope of Services set forth in Schedule A of this Agreement, which are determined by the District, in its sole discretion, to be necessary for the proper completion of the Project, and requested by District in writing. Once District has authorized Additional Services, such Additional Services shall be treated in the same manner as if they were Services, except that District shall pay compensation to Consultant for such Additional Services in accordance with Paragraph 2.2 and Consultant shall submit invoices therefore in accordance with Paragraph 2.4. Additional Services shall not be performed by Consultant and no compensation shall be payable by District to Consultant for Additional Services, except to the extent such Additional Services are first authorized or directed by District in writing.

1.8 Records, Audit. Consultant shall maintain accurate and complete accounting records of expenditures, costs and time incurred by the Consultant in connection with the Services. Such records will be maintained in accordance with recognized commercial accounting practices. In addition, Consultant shall maintain complete and accurate records of its performance under this Agreement. District may audit such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all of such records for a period of not less than four (4)

calendar years after the termination of the Agreement. In the event District shall by written notice require Consultant to transfer all of such records to it, Consultant shall provide District with originals of any documents (where originals are available) or copies of such records (where originals are not available). Apart from Deliverables, the District shall pay the cost of any prints or copies of such documents that are requested. All subcontracts entered into by Consultant with Subconsultants, and all sub-subconsultants of every tier, shall contain sufficient provisions giving effect to this Paragraph 1.8.

1.9 Compliance with Laws. In performing the Services, Consultant shall, and shall require its subconsultants, if any, to at all times comply with all applicable laws, rules, regulations, codes, ordinances, and orders of every kind whatsoever issued, adopted, or enacted by any federal, state, or local governmental body having jurisdiction over the Project or the Services.

1.10 Notice of Defects. Consultant shall promptly notify District in the event it discovers or otherwise becomes aware of any defects, deficiencies, errors, or omissions in the Project design documents it reviews or evaluates and/or in any construction work it inspects.

1.11 Performance Standard. Consultant shall perform the Services with efficiency and diligence and shall execute the Services in a skillful, competent and thorough manner, in accordance with the standards of Consultant's profession, generally described as that degree of skill and care ordinarily exercised by practicing and licensed professionals performing services of a scope, purpose, magnitude, and location comparable with the Services to be provided under this Agreement.

1.12 District's Representative. For purposes of the Agreement, the District's Representative shall be the District's General Manager, Dennis O. Lamb, located at 201 Vallecitos de Oro, San Marcos, CA 92069-1453. All Supplemental Service Agreements or other amendments to this Agreement shall be approved and signed by the District's Representative. The District's Representative shall have sole authority to interpret the Agreement on behalf of the District. By written notice to Consultant, District may

designate a new or additional District Representative or delegate authority to one or more assistants.

## 2. FEES AND PAYMENTS.

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Consultant on a time and materials basis not to exceed the sum of [REDACTED] Dollars (\$ [REDACTED]) (the Total Compensation) at the hourly rates set forth in Schedule C attached hereto and incorporated herein by this reference. The Total Compensation shall be allocated among the phases of the Services as set forth in the “Fee Proposal” attached hereto as Schedule C. Except as provided in Paragraph 2.2, unless otherwise agreed to by the parties in writing, the District shall not be obligated to pay Consultant any compensation for any particular phase of the Services in excess of the amounts stated for such phase in the “Fee Proposal” attached hereto as Schedule C.

2.2 Compensation for Additional Services. Services in addition to those described in the Scope of Services, which may be requested by District, or otherwise required, shall be provided at the hourly labor rates set forth in Schedule C, attached hereto, or upon a lump sum basis if the parties agree to do so in writing.

2.3 Reimbursement of Expenses. District shall reimburse Consultant for reasonable expenses in an aggregate sum not to exceed the amount of [REDACTED] Dollars (\$ [REDACTED]). This amount is included in and a part of the Total Compensation as provided in Paragraph 2.1.

2.4 Invoices. Consultant shall deliver invoices to District for Services and any authorized Additional Services provided for the prior calendar month.



(a) INTENTIONALLY DELETED.

(b) For Services and any authorized Additional Services performed by Consultant, and for any Reimbursable Expenses, the invoices shall identify the amount to be paid and contain a detailed itemization of the Services and/or Additional Services performed and any Reimbursable Expenses incurred for each phase of Services identified in Schedule C. Such detailed itemization shall include a breakdown of the Services or Additional Services performed by each of Consultant's employees, Subconsultants, the time expended in such performance, and the applicable hourly/unit rate for such employee or Subconsultant and a breakdown of the type, purpose, date, and amount of Reimbursable Expenses incurred. Invoices shall be fully supported by written documentation. All invoices shall include Consultant's signed certification stating, to the best of Consultant's knowledge, information, and belief, that the information in the invoice is accurate and complete.

(c) For fixed fee or not to exceed Services, all invoices shall include an accounting matrix showing compensation due under Paragraphs 2.1 and 2.2 for the current invoice, cumulative charges for all invoices, and the total compensation not yet invoiced.

(d) If District reasonably determines that Consultant's invoice lacks sufficient information, it shall be returned to Consultant accompanied by a written statement setting forth the basis for the District's determination.

2.5 Payment. The District shall remit payment for all amounts due to Consultant within thirty (30) days after receipt of invoices; provided, however, in the event District disputes any portion of Consultant's invoice, it shall timely pay any undisputed amounts invoiced and notify Consultant within thirty (30) days of its receipt of the invoice of the specifics of any disputed amounts. The parties shall resolve the subject of any disputed amounts in accordance with Paragraph 13, Disputes. Any such dispute shall not relieve Consultant of its obligation to continue diligently performing the Services. District shall be entitled to dispute amounts and withhold payment from all or any portion of an invoice and/or final invoice for this purpose, even if such dispute or

objection was not made with respect to one or more earlier monthly invoices. In no event shall payment by the District for Services or any Additional Services constitute District's approval of such Services or Additional Services.

3. TERM. The term of this Agreement shall run from the date this Agreement is fully executed until Consultant has completed its Services and District has accepted such Services, subject to District's right to sooner terminate or suspend this Agreement as provided in this Agreement.

3.1. Termination for Convenience. District may at any time, in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing notice to Consultant of its intention to terminate the Agreement for convenience at least ten (10) days before the effective date of termination. So long as the Consultant is not in default under this Agreement at the time of such termination, District shall make an equitable adjustment to the compensation due Consultant taking into account the following:

(a) All compensation and reasonable expenses due to Consultant for Services and any Additional Services performed up to the effective date of termination;

(b) Consultant's actual and reasonable costs of termination;

(c) The amount of any advance payments made by District to Consultant;

(d) Any amounts owing by Consultant to District under the terms of this Agreement, including any amounts that may be withheld by District pursuant to Paragraphs 2.5; and,

(e) No amount shall be payable by District for the Consultant's anticipated profit on the value of Services or any authorized Additional Services not performed by Consultant, or for any loss, cost, damage, or consequential damages which Consultant or any other party may sustain by reason of or in connection with District's termination of this Agreement.

Consultant hereby expressly waives any and all claims for damages and/or compensation arising under this Paragraph 3.1, except as set forth herein, in the event of such termination.

3.2 Termination for Cause. An Event of Default by Consultant shall be deemed to have occurred when there is (a) a failure, neglect, or refusal on the part of Consultant to duly observe or perform any obligation or duty required under this Agreement, which failure, neglect, or refusal continues for a period of ten (10) days (or such longer period as District in its sole discretion may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice of the same has been delivered to Consultant by District, and/or (b) any representation or warranty of Consultant set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished to District. If an Event of Default occurs, then District may exercise any right, power or remedy available to it under this Agreement, law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to Consultant, in which event District has no further obligations hereunder or liability to Consultant except as to payment for Services actually received and accepted by District through the effective date of termination, subject to set off of any claims of District against Consultant for failure to perform the Services in accordance with this Agreement. District's decision to terminate this Agreement is not subject to claim or dispute under Paragraph 13.

3.3 Suspension of Agreement by District. District may at any time, in its sole discretion, with or without cause, suspend the performance of the Consultant hereunder with respect to all or any part of the Services, upon notice to Consultant at least 10 days before the effective date of suspension. During the ten (10) day notice period, Consultant shall wind down its Services and diligently act to minimize any additional costs

chargeable to District. So long as the Consultant is not in default under this Agreement at the time of suspension, District will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reasonable expenses due for the performance of Services and any authorized Additional Services prior to the effective date of suspension, together with Consultant's actual and reasonable costs of demobilization.

(a) During the period Consultant's performance is suspended, Consultant is not entitled to incur fees, expenses, or bill District in regard to the suspended Services, except for its participation in substantive meetings concerning the suspended Services requested by District in writing (but not for meetings to discuss Consultant's invoices or claims). Consultant's participation in such meetings shall constitute Additional Services and District will compensate Consultant for such time at the applicable Unit and Hourly Rates set forth in Schedule C. Participation in meetings at the request of District shall not be considered a resumption of the suspended Services.

(b) If Consultant is required to resume the suspended Services under this Agreement, District shall notify Consultant of the requirement in writing, giving Consultant a reasonable period not to exceed ten (10) days to remobilize itself. Consultant may invoice District for its reasonable costs of remobilization at the applicable Unit and Hourly Rates set forth in Schedule C. The number of days during which the suspension period lasted, including any remobilization time, will be added, as appropriate, to Consultant's time for performance for Services affected by the suspension, as set forth in Schedule B, and Consultant will re-commence such Services at the point they were suspended and may resume billing District in accordance with the terms of this Agreement.

(c) Consultant hereby expressly waives any and all claims for damages and compensation arising under this Paragraph 3.3, except as set forth herein.

3.4 Continuing Responsibility. Termination or suspension of this Agreement, in whole or in part, as provided in Paragraphs 3.1, 3.2, 3.3 or in any other manner

provided under this Agreement, does not relieve Consultant from liability for its performance of any obligation or Services under this Agreement that was performed or was to have been performed by Consultant on or before the effective date of such termination or suspension. In no event will District be liable to the Consultant in any amount for Services or any authorized Additional Services not performed by Consultant, for the Consultant's anticipated profit on the value of the Services or any authorized Additional Services not performed by the Consultant, or for any loss, cost or damage, including consequential damages which Consultant, its Subconsultant, or any other party may sustain by reason of or in connection with District's termination or suspension of this Agreement.

4. **INDEPENDENT CONSULTANT.** District has retained Consultant to provide, and Consultant shall perform, the Services as an independent consultant maintaining exclusive direction and control over its employees; and, no personnel utilized by Consultant to perform the Services are employees of District.

5. **PREVAILING WAGE.** Under Labor Code Section 1720, the Services comprise a "Public Work". Consultant shall pay all wages, salaries, and any other compensation due its employees and other authorized personnel in connection with their performance of the Services under this Agreement, together with any taxes associated with such payments to its employees. Such payments shall be in accordance with the prevailing wage, as applicable, under Labor Code Sections 1720 et seq. and 1770 et seq. Consultant shall be responsible for obtaining a copy of the current prevailing rates of per diem wages applicable to the Services to be performed from the Division of Labor Statistics and Research of the Department of Industrial Relations or the District. Copies of the prevailing rate of per diem wages are on file at District's administrative office, which shall be made available to any interested party on request.

## **6. OWNERSHIP OF DOCUMENTS.**

**6.1 Ownership and Use of Documents. All Deliverables and other documents generated by Consultant in the performance of the Services, including all workpapers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services (Consultant Work Product) shall belong to and be subject to the sole ownership and use of District.**

6.2 Submission to Agencies Having Jurisdiction. Nothing in this Agreement shall preclude District or Consultant from submitting copies of any aspect of the Consultant Work Product to any federal, state, or local agency having jurisdiction over the Project as may be required or requested by such agency to Permit the Project or otherwise, and any such submittal shall not be construed as a violation of this Agreement or the rights of District or Consultant.

6.3 Survival of Provisions. The provisions of this Paragraph 6 shall survive any termination of this Agreement.

7. **CONSULTANT LIABILITY.** Should Consultant fail to perform any of its obligations under this Agreement, or otherwise fail to complete the Services within the time prescribed by this Agreement, the Consultant shall be liable to District for the actual damages incurred.

8. **INSURANCE.** Consultant shall procure and maintain, at its sole cost and expense, and at all times during the performance of the Services, policies of insurance providing coverage in the amounts and types set forth below, insuring against claims which may arise out of or in connection with this Agreement and/or Consultant's performance of the Services. Consultant shall not commence conducting the Services until it has provided District with Certificates of Insurance or other satisfactory evidence that such policies have been procured and are in effect. The policies of insurance shall be obtained from an insurer admitted in the State of California having a rating of at least A:VIII or better as listed in Best's Insurance Guide. Proof of renewal shall be provided to District two weeks before any such policy of insurance expires during the term of the

Agreement. Consultant's insurance policies or self insured retention shall be primary to any insurance or other coverage available to District, which shall be deemed excess to Consultant's policies of insurance and non-contributing. All self insured retention and deductible amounts under Consultant's policies of insurance are payable by Consultant and shall be in amounts approved by District. Each insurance policy required hereunder shall provide that coverage shall not be suspended, voided, reduced, or cancelled except on thirty (30) days written notice by certified mail, return receipt requested, to District (except for cancellation due to nonpayment of premium which shall be on ten (10) days written notice). The Commercial General Liability and Automobile policies of insurance shall name District as an additional insured. The policies of insurance shall not preclude Consultant from waiving the right of subrogation prior to a loss, and Consultant hereby waives all rights of subrogation against District. To the extent Consultant cannot procure occurrence policies of insurance, it shall procure insurance covering claims made as a result of the performance of this Agreement and providing for reporting periods of not less than four (4) years following the completion of performance of this Agreement.

8.1 Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and an aggregate of Two Million Dollars (\$2,000,000.00) for products and operation hazard, contractual insurance, broad form liability, property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

8.2 Professional Liability Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000.00) covering acts, errors, and omissions and contractual liability. Such policy of insurance shall be maintained for a period of three years following the completion of the Services.

8.3 Automobile Liability Insurance providing coverage for vehicles used in connection with the performance of this Agreement, whether owned, hired, leased, or borrowed with limits not less than One Million Dollars (\$1,000,000.00) per claimant and One Million Dollars (\$1,000,000.00) per accident, for bodily injury and property damage.

8.4 Worker's Compensation Insurance as required by the laws of the State of California. In addition, Consultant agrees to maintain Employer's Liability Insurance covering bodily injury and property damage insurance, for injury to employees or damage to employee property, in a minimum amount of One Million Dollars (\$1,000,000.00) each for bodily injury and property damage.

9. INDEMNIFICATION. Consultant agrees to indemnify and hold the District, its governing body, officers, employees, representatives, agents, successors and assigns (collectively the District Indemnities), harmless from and against any and all losses, liabilities, claims, causes of action or proceedings in any court or administrative forum, judgments, penalties, costs and expenses of whatever nature or kind, in law or equity (Indemnity Claims), incurred or suffered by the District Indemnities, or any of them, including Indemnity Claims arising by reason of any personal injury (including, without limitation, disease or death) of any person or property loss, loss of use, or damage, to the extent the same arise out of or in connection with the negligent act(s) or omission(s), recklessness, or willful misconduct of Consultant, its officers, employees, subconsultants, representatives, agents, successors or assigns on, in, or about the Project site or otherwise in the performance of this Agreement. District shall promptly notify Consultant of its receipt of any claim made against the District by a third party relevant to this Paragraph 9 and/or this Agreement.

10. NOTICE. All notices to be given under this Agreement shall be in writing and shall be deemed effective upon receipt when personally served or two days after mailing by certified, return receipt requested, to the following addresses:



To: District  
Vallecitos Water District  
Attention: Dennis O. Lamb, General Manager  
201 Vallecitos de Oro  
San Marcos, California 92069-1453

To: Consultant

Company Name

Attention: Name, Title

Address

City, State Zip

11. CONFIDENTIAL INFORMATION. During the course of the performance of this Agreement, Consultant may receive written or verbal information from District, its representatives or agents, not in the public domain. Such information may include District's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to District. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of District. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify District of such fact to allow District to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

12. REMEDIES NOT EXCLUSIVE. No right or remedy in the Agreement conferred on District is exclusive of any other right or remedy provided or permitted under this

Agreement, law, or in equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity, and may be enforced concurrently or from time to time.

13. DISPUTES. All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including matters concerning compensation and all claims for alleged breach of contract, shall first be presented to the District's Designated Representative. All claims and disputes which can not be resolved by discussion with the District's Designated Representative shall be resolved in substantial conformity with the administrative procedures set forth in California Public Contract Code Sections 20104 through 20104.4. For purposes of this Agreement, whenever the foregoing sections refer to Consultant it shall mean Consultant, reference to "public works claims" shall mean any claims of the Consultant under this Agreement, and reference to Contract shall mean this Agreement, reference to "local agency" shall mean District, and reference to work or Work shall mean the Services or authorized Additional Services. The existence of any dispute shall not relieve Consultant of its obligation to continue diligently performing the Services and Consultant shall not withhold performance of the Services.

**14. FORCE MAJEURE.** Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to Force Majeure. Force Majeure shall mean an extraordinary and unforeseeable act of God, strike, lockout or other industrial disturbance, act of the public enemy, war, blockage, riots, lightning, fire, flood, or explosion, preventing the District, the Consultant, or both from performing some or all of their respective obligations under the Agreement and which is beyond the control of the party whose performance is affected. To the extent either party is rendered unable to perform its obligations under this Agreement by reason of Force Majeure, the party unable to perform shall give prompt notice to the other party setting forth the circumstances of the Force Majeure and its effect upon such party's ability to perform under the Agreement. Upon providing such notice, the obligations of the party unable to perform, to the extent they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure, provided said party shall use all reasonable diligence to remove the Force Majeure as quickly as possible.

15. CONSEQUENTIAL DAMAGES. In no event shall either party or its consultants, subconsultants, or representatives be liable in contract, tort, strict liability, warranty, or otherwise, for any special, indirect, incidental, or consequential damages, such as, but not limited to, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increase expense of operation of other equipment or systems, or cost of capital.

16. INTENTIONALLY DELETED.

17. MISCELLANEOUS PROVISIONS.

17.1 Venue. Venue shall lie only in the federal or state courts in the County of San Diego, State of California.

17.2 Modification. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Agreement.

17.3 Entire Agreement. This Agreement, together with all the Schedules attached to this Agreement, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Schedules.

17.4 Assignment. Consultant shall not be entitled to assign all or any portion of its rights or obligations contained in this Agreement without obtaining the prior consent of the District. Nothing in this Agreement shall obligate the District to give such consent. Any purported assignment without the District's prior written consent shall be void.

17.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

17.6 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

17.7 Representation of Capacity to Contract. Each party to this Agreement represents and warrants that he has the authority to execute this Agreement on behalf of the entity represented by that individual.

17.8 No Waiver. The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

17.9 Counterparts. This Agreement and any amendments may be executed in multiple counterparts, each of which shall be deemed an original and all of which

together shall constitute one agreement. An executed version of this Agreement and any amendments which has been transmitted by facsimile shall be deemed to be an original.

This Agreement is entered into in San Diego County, California.

Vallecitos Water District

Company Name

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

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

Dennis O. Lamb, General Manager

Name, Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_