

Issue Date: June 6, 2022

**REQUEST FOR PROPOSAL (RFP)
LOS OSOS COMMUNITY SERVICES DISTRICT
PROGRAM C WELL WATER TRANSMISSION MAIN**

The Los Osos Community Services District (District) has prepared this Request for Proposal (RFP) for the implementation of a Project to convey potable water from the District's new Program C Water Supply Well to the main pressure zone of LOCSD. Qualified engineering consultants are being requested to provide a proposal addressing the scope and needs of this Project described herein.

Proposal Due Date: June 29, 2022 (3 pm PST). Any proposals received after this date/time will be returned to the proposer un-opened. It shall be the proposers' responsibility to verify and confirm receipt of the proposals by the specified due date and time.

Pre-Proposal Meeting: A non-mandatory pre-proposal meeting is scheduled for Wednesday, June 15, 2022, at 10 am, at the District's office in Los Osos, CA. Consultants may, on their own, tour the project alignment as part of this proposal effort. Proposers may contact Steve Tanaka, Wallace Group at 805-441-2293 for additional information.

Proposal Delivery Location: Los Osos Community Services District, 2122 9th Street, Los Osos, CA 93402. All proposals shall be in sealed envelopes, with a label containing proposal title, name of firm proposing, and proposal due date and time. **SUBMIT PROPOSED FEES IN A SEPARATE SEALED ENVELOPE WITHIN THE MAIN SEALED PROPOSAL ENVELOPE.**

Number of Copies of proposal to be Provided: 2 hard copies, one PDF (on thumb drive or CD, exclude fees from the electronic copy please).

Contact: Steve Tanaka, Wallace Group, 805-441-2293 for details and information regarding this proposal and associated requirements.

BACKGROUND

See Attachment A, Project Description and Scope of Services, Attachment B, Program C Well Transmission Main Alignment.

INFORMATION AVAILABLE

Consultants will be provided existing available project-related information, which at this time is identified as the geotechnical reports and sewer as-builts for the wastewater collection system project. Available record drawings related to the Project will be made available via drop box or hightail. Consultants will need to conduct utility research for Golden State Water Company water record drawings, and research other utility information on their own, whether as part of the proposal process or after getting under contract with the District. The District also has available record drawings for the recently constructed Nipomo Avenue Water Transmission Main, which allowed the South Bay Well (at South Bay Boulevard and Nipomo Avenue) to convey well water to the main pressure zone and the boosted zone (also to be included via drop box/hightail).

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INQUIRIES DURING PROPOSAL PERIOD

Consultants must direct all inquiries to the District in writing, via email, Attention: Steve Tanaka, Wallace Group, at stevent@wallacegroup.us. All inquiries will be responded to in writing, and questions and responses will be disseminated to all consultant teams for their consideration. The origination of the questions will not be disclosed. **All inquiries must be received no later than Thursday, June 23, 2022 (close of business) in order to receive responses from the District.** Inquiries received after this deadline will not be considered or responded to.

ADDENDA TO RFP

Through the course of the proposal development, consultants may raise questions concerning the RFP, which may impact proposals. The District will issue addenda as necessary to further clarify the requirements and expectations of the RFP. The District reserves the right to issue addenda up to 5 business days prior to the due date of the RFP, without time extension of the RFP due date. At the time each addendum is issued, consultants shall acknowledge receipt by immediately faxing the acknowledgment form (included with the addendum) to the District.

PROPOSAL REQUIREMENTS

Proposal Rejection or Withdrawal. Late proposals (submitted after the specified due date/time) shall be rejected by the District, and returned un-opened to the Proposer. The District reserves the right to accept or reject any or all proposals.

Agreement. Consultant shall review the Agreement for Services included as Attachment C, and list any exceptions desired for consideration during negotiation of services and fees for the Project. The District will consider all requests; however, reserves the right to reject any or all of Consultant's contract exceptions.

PROPOSAL FORMAT

General. Proposals shall be prepared in accordance with the following general format specified in this section. Proposals shall be brief, and shall not exceed 12 printed pages (excluding letter of transmittal, TOC, resumes).

- **Letter of Transmittal.** Provide a brief transmittal letter (2 pages maximum) transmitting the Proposal to the District.
- **Table of Contents.**
- **Section 1. Project Understanding and Approach.** Provide your team's understanding and approach to the overall project. Discuss issues and concerns, and express your ideas and methodology on how best to approach and execute the project. ***Crossing the intersection of Los Osos Valley Road and South Bay Boulevard is expected to be challenging. Please highlight your approach to this intersection.***

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- **Section 2. Project Team/Qualifications.** Provide organization chart showing the proposed team, team organization/lines of communication, and team member qualifications germane to this project. Clearly state your proposed project manager and corresponding qualifications. Include all subconsultants as part of the proposed team, describe their corresponding qualifications germane to the Project, and your past working relationships with each subconsultant. Full resumes shall be placed in Appendix A.
- **Section 3. Relevant Project Experience.** Provide your team's relevant project experience as it relates to the nature of this project, including the experience of proposed subconsultants. Include projects of similar nature, magnitude and complexity to this project. Provide the year(s) the Work was performed, and identify key team members and their roles on the project. Projects listed should be specifically relevant to key aspects of the District's Project. Provide three references for projects/project experience described in this Section. At least one of these references must be for a project managed by the proposed Project Manager.
- **Section 4. Scope of Services/Contract Exceptions.** Provide a detailed scope of services for the project, embellishing upon the Project Scope outlined in Attachment A. Provide a subsection for any proposed exceptions to the District's Agreement for Services included in Attachment B.
- **Section 5. Project Schedule.** Provide a detailed project schedule, in graphic format, along with written explanation of assumptions, or specific details, issues or concerns regarding the proposed schedule. Show graphically and clearly indicate all schedule components, those schedule items for District and agency review, and other items as deemed necessary. Include in the schedule all anticipated time allotments for agency reviews, public participation, and other schedule provisions. Clearly state all assumptions and basis for the proposed schedule. **The District desires to begin the construction/bidding process for this Project at the beginning of calendar year 2023. It is anticipated that this Schedule will be incorporated into Consultant's Agreement.**
- **SEALED ENVELOPE - FEES.** Provide one sealed envelope containing Consultant's proposed fees, and proposed rate schedule.

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The project award schedule is as follows:

Item	Date
Proposal Due	6/29/22
District Review of Proposals	6/29/22 to 6/30/22
District Recommendation of Selected Firm/Staff Report	7/1/22
Board Meeting to Award Contract	7/7/22
Consultant Notice of Contract Award	7/8/22
Contract Negotiation/Notice to Proceed	7/26/22

PROPOSAL RANKING CRITERIA AND AWARD

Proposals will be ranked by the District based on established ranking criteria. The value of each criterion is stated immediately following each criterion. Criteria and relative “point” values are as follows:

- Project Understanding and Approach, 30 points
- Team qualifications, 25 points
- Project Schedule, 20 points
- Responsiveness to RFQ, 15 points
- Local Presence, 10 points

All proposals will be ranked on these criteria, and the most qualified firm will be chosen. The District does not anticipate conducting interviews for this process. Upon selection of recommended Consultant, the District will open sealed envelopes with fees and begin the negotiation process with selected Consultant. Upon successful negotiation of fees with Staff, the Agreement and fees will require Board approval prior to issuance of notice of contract award. Should the District and Consultant not successfully negotiate contract fees, the District reserves the right to continue negotiations with the next most qualified consultant team.

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**Attachment A
Project Description and Scope of Services**

This Attachment A includes project background/description, outline scope of services.

Project Background

The District is currently installing a new potable water supply well, located at the corner of South Bay Boulevard and Bay Oaks Drive. The water produced from this well must be conveyed to the District's main pressure zone, at a tie-in point at Nipomo Avenue and Mountain View Drive, a distance of approximately 3,230 LF. The operating pressure of this new pipeline will be approximately 80 psi or less.

The water transmission main design will have the following attributes:

- 8" Diameter C900 PVC Class 235 water main.
- Tie-in at Program C Well, at South Bay Boulevard/Bay Oaks Drive. Proposers shall assume that the new pipeline will be terminated 5 feet inside the property line, at a location defined by the District. The final connection of the transmission main to the wellhead will be under a separate contract for well head equipping. This new water main shall be disinfected and pressure tested, thus pipeline restraint at the pipeline terminus must be considered during design.
- Tie-in at Mountain View Avenue. The new water transmission main will tie into the recently installed 8" PVC water main at the intersection of Nipomo Avenue/Mountain View Avenue, west of the valve cluster on the northeast quadrant of the intersection. This will allow the District to feed potable water directly into this pipeline which then feeds the main zone.
- Appurtenances including air and vacuum valves at high points, blow off provisions, and in-line isolation valves where requested by District staff.

SCOPE OF SERVICES

The following minimum scope of services shall be provided, and included in Section 4 of Consultant's proposal:

Survey and Geotechnical. Provide survey services to support design of the new water transmission main. The strip topographic extend shall be at a minimum, "right of way to right of way" along the proposed pipeline alignment (see Exhibit C), with sufficient coverage for design of tie-ins at both ends of the transmission main.

A separate geotechnical study will not be prepared; Consultants shall rely on existing soils reports prepared for the Wastewater Collection System and Treatment Plant Project. However, consultants may propose an optional task for supplemental geotechnical services, should the need be identified during the design process.

Field and Utility Review. Contact various utility agencies in the area and request that the utility agencies provide utility record drawings. LOCSD Atlas Maps and other available utility drawings will be made available for review and reference, as part of the proposal effort, and during design. Agencies to be contacted may include, but not be limited to, Golden State Water

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Company, County of San Luis Obispo, Gas Company, PGE, Charter and/or other cable service providers.

Conduct a field reconnaissance and review of site conditions. For work inside the existing well site, be advised that the District does not have record drawings of the existing facilities. Consultant shall prepare drawings, in conjunction with the survey provided.

Deliverables:

- PDF copies of utility drawings received
- PDF of correspondence with utility agencies

Potholing

Provide potholing as part of this design effort, with estimated fees on a "per day" or per pothole unit price basis. State your assumptions and describe basis for costs. Consultant shall work directly with a potholing contractor, as a subcontractor/subconsultant to the Consultant. Provide a description of the pothole process (backhoe excavation, vacuum extraction, or other) and basis for selection of pothole construction method.

Plans, Specifications and Estimate (PS&E). Consultant shall prepare the design plans, technical specifications and Engineer's Estimate. The project elements will include the following:

- Tie-in to existing Nipomo pipeline at Mountain View Drive/Nipomo Avenue, west of the valve cluster. This will include valving to isolate the transmission main from the Nipomo transmission main. A check valve on the new transmission main will not be required; backflow prevention will be addressed at the well site/wellhead.
- 8" diameter C900 Class 235 PVC transmission main, in the general alignment shown on Attachment B.
- The water transmission main at the Program C Well Site shall be brought into the property and terminated approximately 5 feet within the property line. Plan and profile drawings shall be prepared at a scale of 1"=20' horizontal, and 1"=4' vertical, on standard D Size drawings. Design shall be prepared in AutoCAD, and AutoCAD files are to be provided to the District upon completion of the project and record drawings shall be prepared by the consultant. Site plans for yard piping, and wellhead equipping, shall be of adequate scale to portray the design intent clearly.
- Specifications. Prepare technical specifications to support the design project. The District Engineer will prepare the front-end contract documents. Consultant shall prepare the bid schedule, measurement and payment provisions, Division 01 General specifications, and other required technical specifications for the pipeline design. Consultants shall incorporate the latest County of SLO DPW standard drawings and specifications into the Project bid documents as appropriate and applicable. Consultant shall propose technical format for specifications to supplement the County standards, whether in CSI format or Special Provision/Conformed Specification format.
- Prepare Engineer's estimate of probable construction cost, at 50%, 90% and final completion levels.
- Consultant will be responsible for obtaining the County encroachment permit for both potholing and the water transmission main Project, and specifying the Contractor's responsibility for final permits and bonding with the County.

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- Consultant shall specify the Contractor to prepare traffic control plans, for approval by the County (as part of the final encroachment permit approval process).

Deliverables:

- 50% and Progress Plans and Outline Specifications, Estimate, two full-size plans, two half size plans, one PDF (plans, specifications, estimate)
- 90% Plans, Specifications and Estimate, two full-size plans, two half size plans, one PDF (plans, specifications, estimate)
- Final Plans, Specifications Estimate, one stamped/signed full-size, one complete stamped/signed specification book (technical specifications to the Project Manual), one PDF of all (plans, specifications, estimate).

Meetings

Meetings during design will include at a minimum, project kick-off meeting, 50% design review and 90% design review meetings. All meetings shall be in-person meetings.

Bid Phase and Construction Phase Support Services

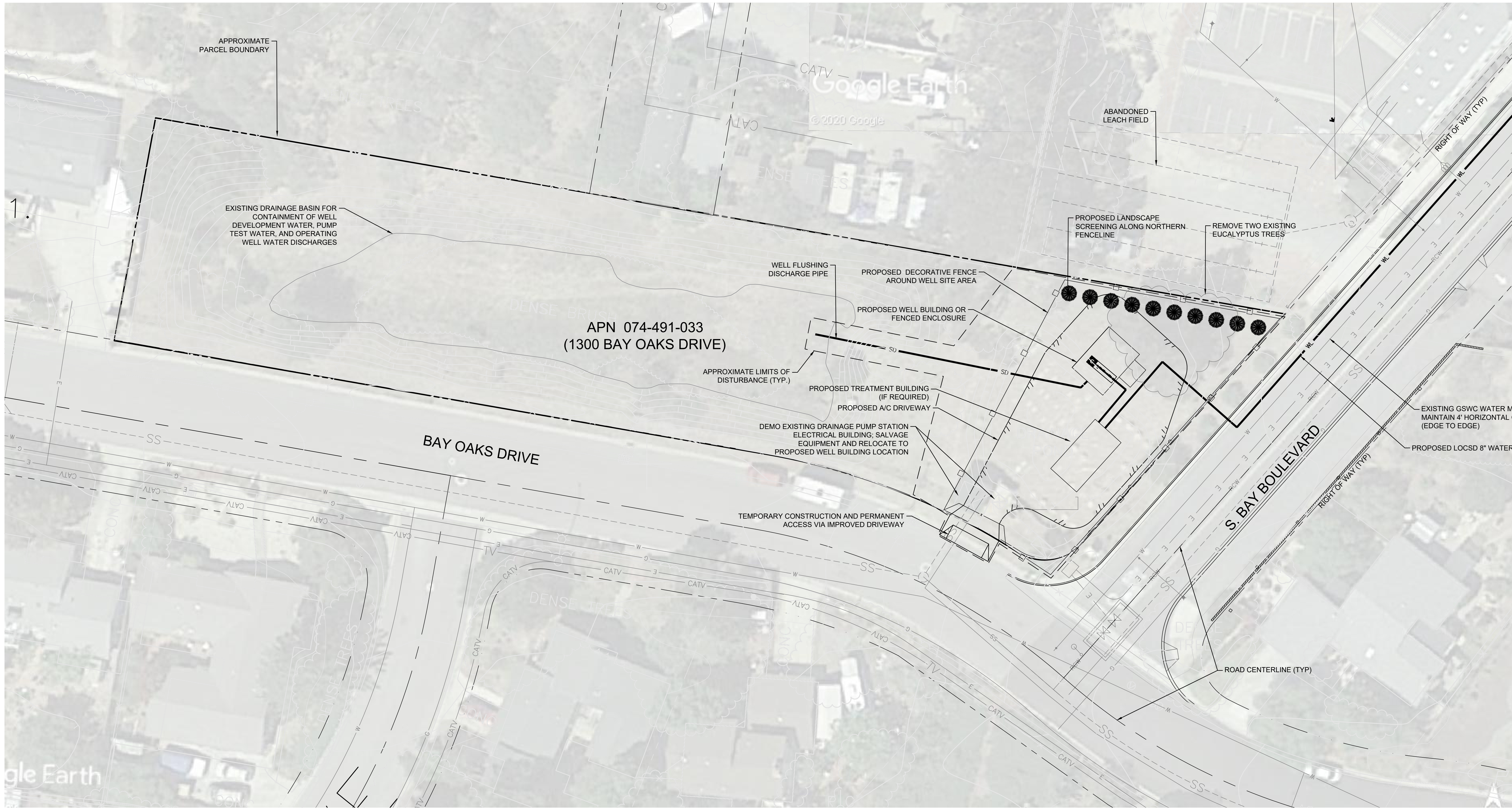
Provide separate optional tasks (not included in main scope of services) for bid phase and construction phase engineering support . Such services will include:

- bid phase support (responding to RFIs, preparing technical responses to RFIs and technical addenda as needed, attending pre-bid meeting);
- construction support services (attend pre-construction meeting, respond to RFIs, review submittals, assist with preparing contract change order documents, periodic site visits and site construction meetings, final walk-through and punch list of items, filing Notice of Completion, preparing record drawings).

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ATTACHMENT B – PROGRAM C WELL TRANSMISSION MAIN ALIGNMENT

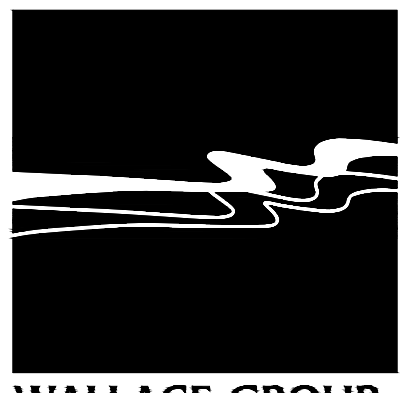
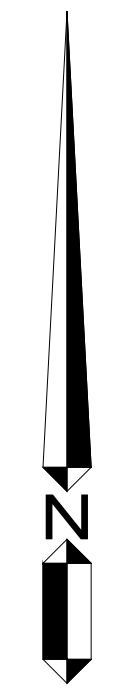
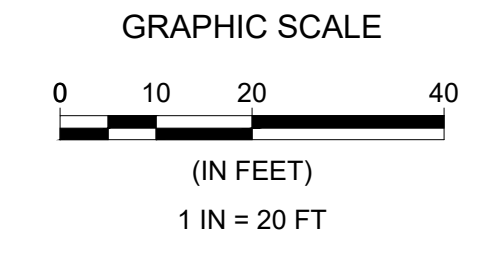
(6 sheets)



1 PROGRAM C WELL SITE Scale: 1" = 20'

NOTE:

1. WATER PIPELINE ASSUMED TO BE INSTALLED VIA OPEN-CUT TRENCH EXCAVATION; HOWEVER, CONTRACTOR MAY INSTALL USING DIRECTIONAL DRILLING WHERE COST EFFECTIVE.



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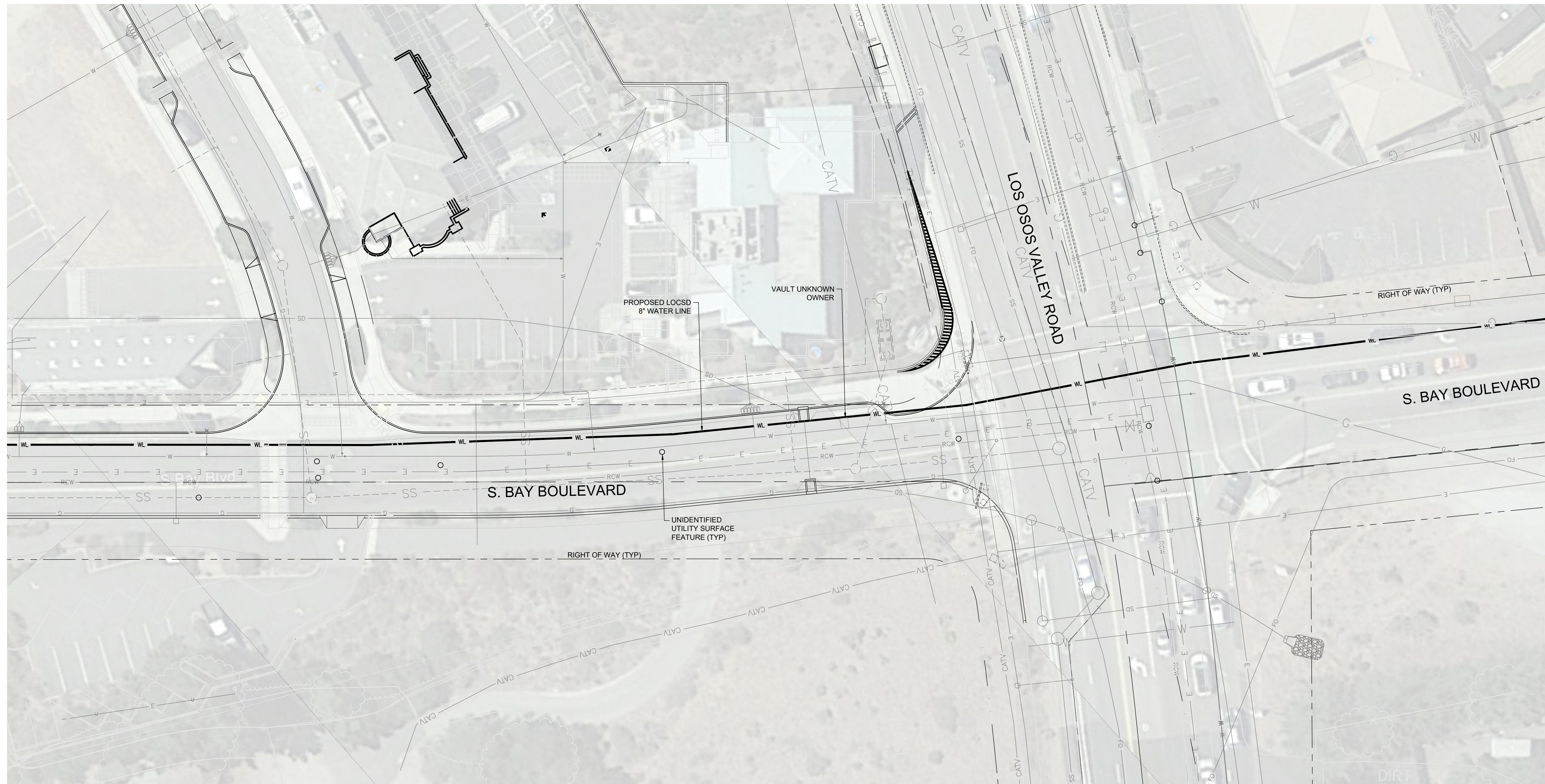
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LOS OSOS CSD
 WELL AND WATER PIPELINE
 WELL SITE PLAN

JOB #: 0384-0011
 DESIGNERS: GH
 DRAWN BY: RM
 DATE: 12/30/2020
 DRAWING NO.
 C-01
 1 OF 6 SHEETS

ATTACHMENT B - PROGRAM C WATER WELL TRANSMISSION MAIN ALIGNMENT



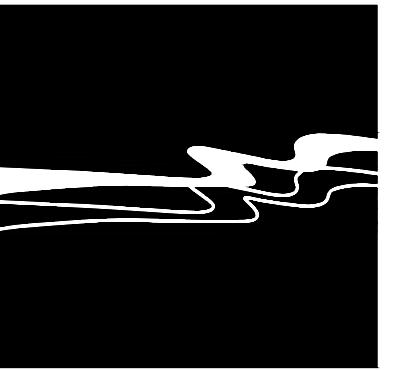
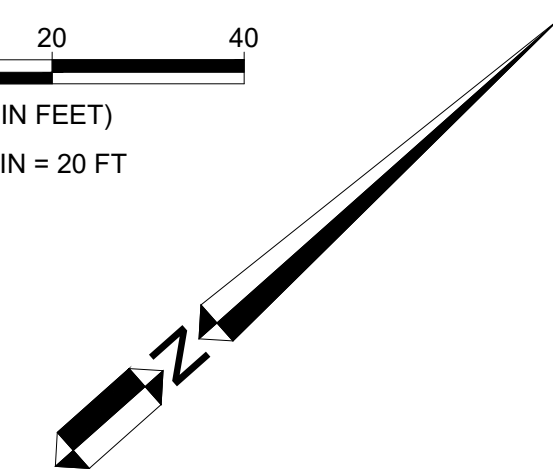
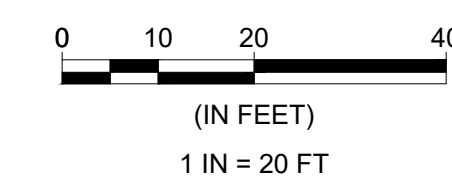
1 S. BAY BLVD AND LOS OSOS VALLEY RD PLAN

Scale: 1" = 20'

NOTE:

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GRAPHIC SCALE



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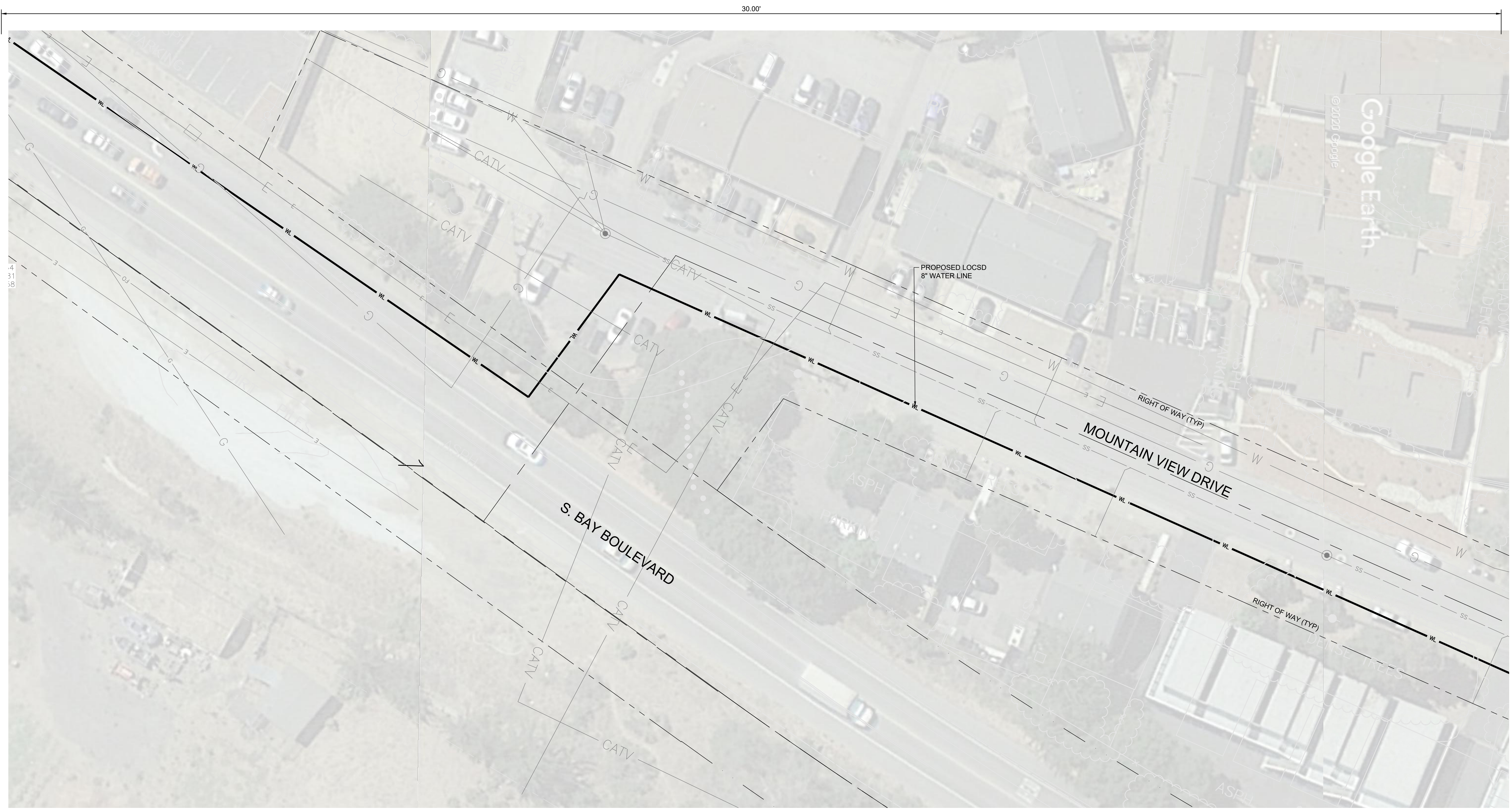
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 WELL AND WATER PIPELINE
 S. BAY BLVD AND LOS OSOS VALLEY RD PLAN

JOB #: 0384-0011
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 DATE: 12/30/2020
 DRAWING NO.
 C-02
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Google Earth
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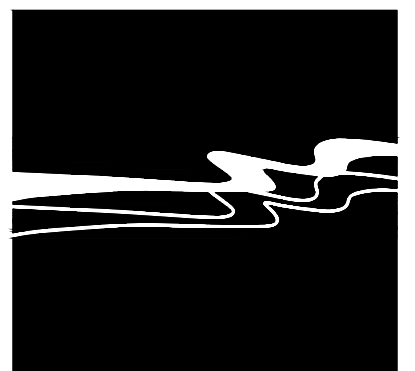
1 MOUNTAIN VIEW DR PLAN

Scale: 1" = 20'

NOTE:

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GRAPHIC SCALE



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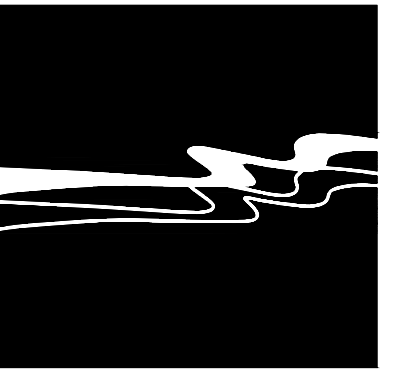
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LOS OSOS CSD
WELL AND WATER PIPELINE
MOUNTAIN VIEW DR PLAN

JOB #: 0384-0011
DESIGNERS: GH
DRAWN BY: RM
DATE: 12/30/2020

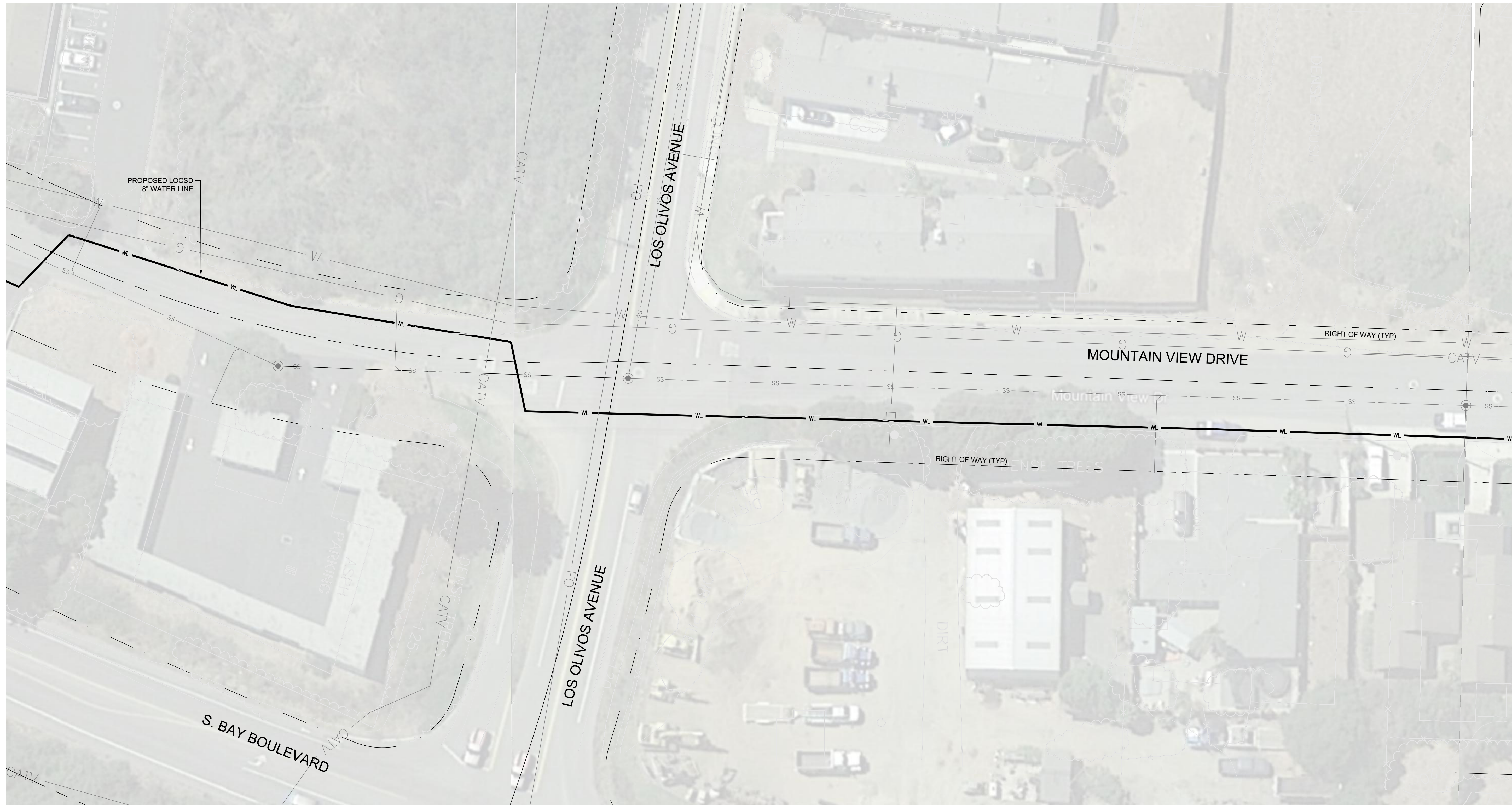
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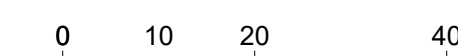
1 MOUNTAIN VIEW AND LOS OLIVOS AVE PLAN

Scale: 1" = 20'

NOTE:

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GRAPHIC SCALE



(IN FEET)

1 IN = 20 FT



LOS OSOS CSD
WELL AND WATER PIPELINE
MOUNTAIN VIEW DR AND LOS OLIVOS AVE PLAN

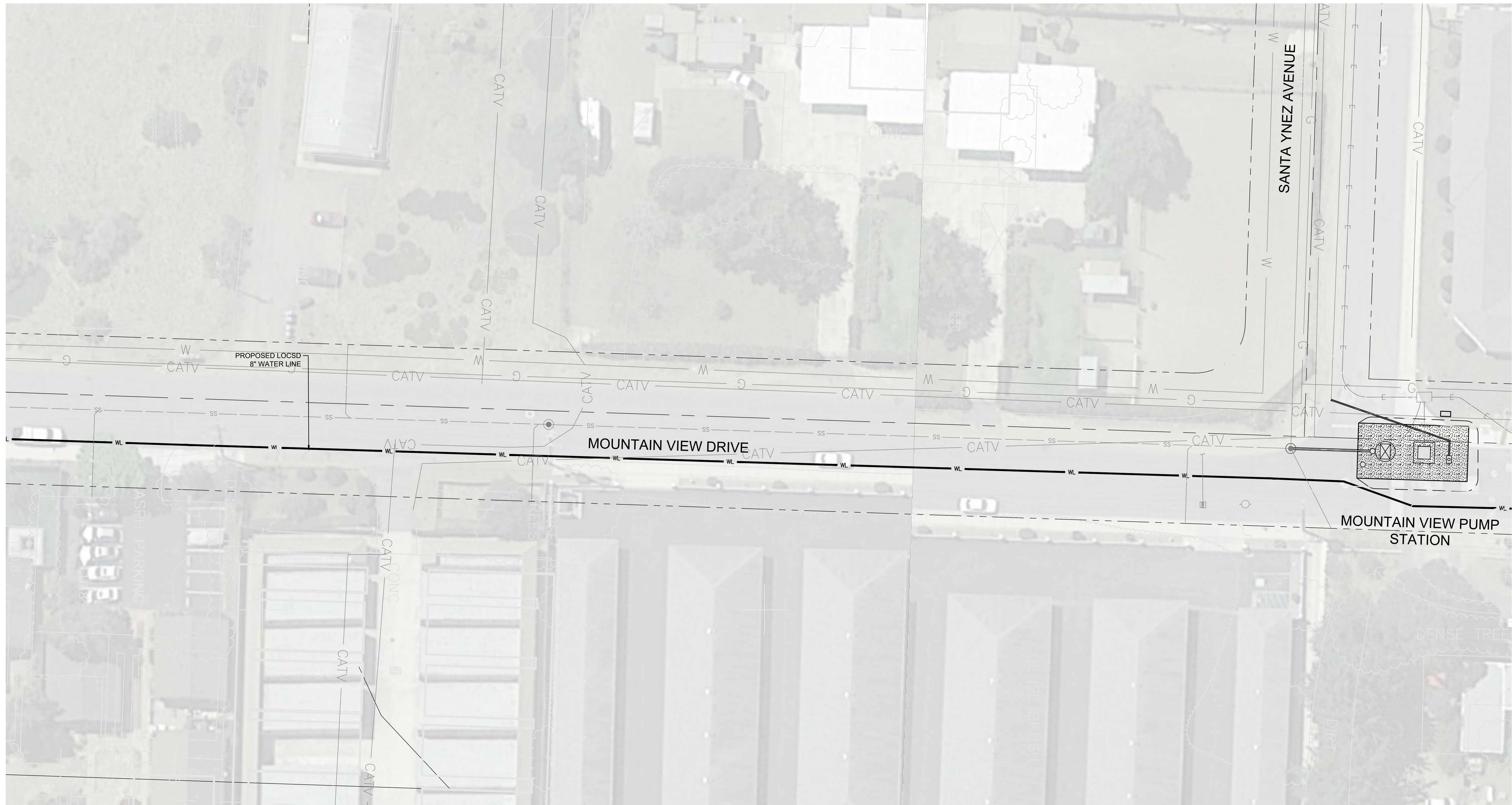
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DESIGNERS: GH
DRAWN BY: RM

DATE: 12/30/2020

DRAWING NO.

C-04

4 OF 6 SHEETS



1 MOUNTAIN VIEW DR AND SANTA YNEZ AVE PLAN
Scale: 1" = 20'

NOTE:

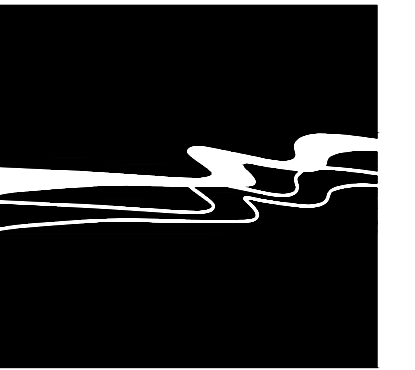
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(IN FEET)

1 IN = 20 FT



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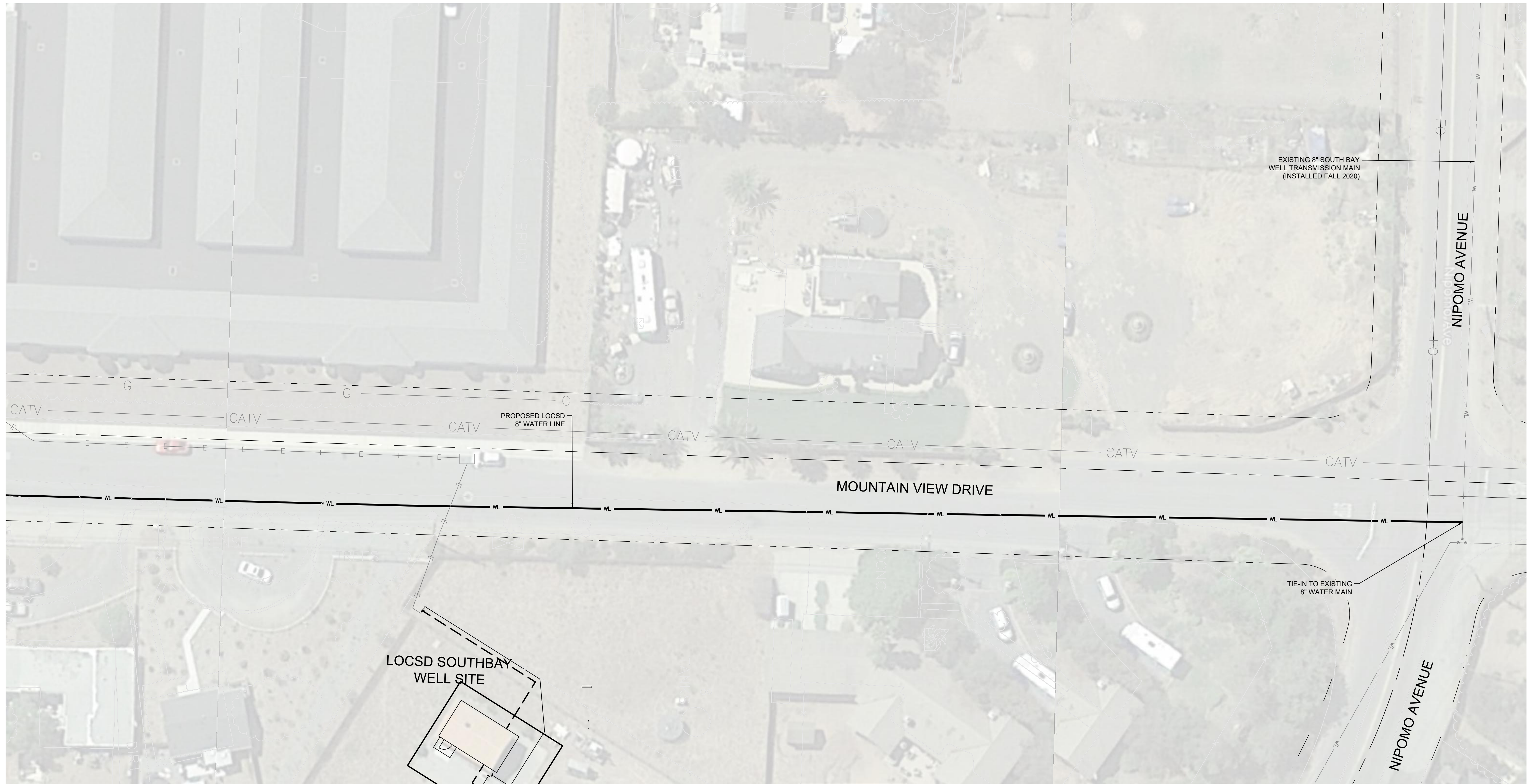
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LOS OSOS CSD
WELL AND WATER PIPELINE
MOUNTAIN VIEW DR AND SANTA YNEZ AVE PLAN

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DESIGNERS: GH
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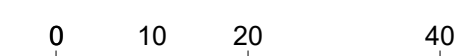


1 MOUNTAIN VIEW DR AND NIPOMO AVE PLAN
Scale: 1" = 20'

NOTE:

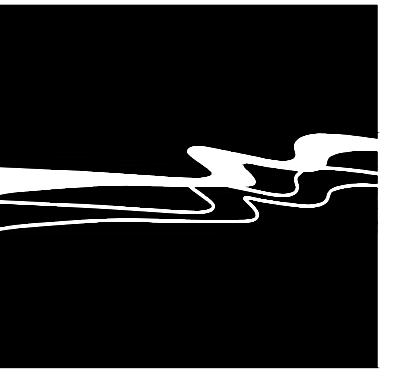
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GRAPHIC SCALE



(IN FEET)

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LOS OSOS CSD
 WELL AND WATER PIPELINE
 MOUNTAIN VIEW DR AND NIPOMO AVE PLAN

JOB #: 0384-0011
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DRAWING NO.
 C-06
 6 OF 6 SHEETS

**REQUEST FOR PROPOSALS
LOS OSOS COMMUNITY SERVICES DISTRICT
PROGRAM C WELL WATER TRANSMISSION MAIN**

ATTACHMENT C

LOS OSOS CSD STANDARD AGREEMENT

LOCSD

PROFESSIONAL SERVICES AGREEMENT

This agreement is made upon the date of execution, as set forth below, by and between _____ (“Consultant”), a _____ consulting firm, and the Los Osos Community Services District (“LOCSD”). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

1.0 GENERAL PROVISIONS

1.01 Term: This agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

1.02 Services : Consultant shall perform the **scope of work (tasks)** described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete Tasks 1 and 2 according to the **project schedule, within 100 calendar days following notice to proceed**, which is also set forth in **Exhibit A**.

Consultant shall determine the method, details and means of performing the above-referenced services.

Consultant may, at their own expense, employ such assistants and sub consultants, as Consultant deems necessary to perform the services required of Consultant by this agreement. However, Consultant may not assign this agreement to any other person or entity in the performance of required project-related services, and the LOCSD may not control, direct or supervise Consultant’s assistants or employees in the performance of those services.

1.03 Standard of Performance: Consultant’s services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions in the same or similar locality (the “Standard of Care”). Whenever the scope of work requires or permits approval by the LOCSD, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant or its subcontractors. By delivery of completed work, Consultant represents that the work conforms to the requirements of this contract and all applicable federal, state and local laws, in accordance with the Standard of Care. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

1.04 Compensation: In consideration for the services to be performed by Consultant, LOCSD agrees to pay Consultant monetary consideration for professional engineering

services in accordance with the **fee schedule** set forth in **Exhibit A**. The parties agree that total compensation for fees and costs for the services detailed in **Exhibit A**, shall not exceed the sum of \$_____, unless and until this Agreement is amended as provided herein.

1.05 Billing/Payment Terms. All charges for Consultant's services and related reimbursable expenses shall be billed monthly, and all undisputed charges will be paid by LOCSD within 30 (thirty) days of receipt. The bills will itemize by date all services and expenses provided for the invoice period under this Agreement including a brief description of the nature of work performed, the person performing or vendor providing them, the applicable billing rate, the time expended. All Consultant service invoices must be approved by the LOCSD General Manager, prior to payment.

2.0 OBLIGATIONS OF CONTRACTOR

201 Contract Management and Service Performance: Consultant Principal shall serve as the project manager and will personally prepare, or direct and supervise the preparation of, all work product called for by this agreement. Consultant represents that it has the qualifications, experience and facilities to properly perform all services hereunder in a thorough, competent, timely, and professional manner in accordance with the Standard of Care and shall, at all times during the term of this Agreement, have in full force and affect all licenses required of it by law. Consultant agrees to devote the hours and the human resources necessary to timely perform the services set forth in this agreement in an efficient, professional, and effective manner, consistent with the Standard of Care.

202 Avoidance of Conflict of Interest. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with LOCSD's business or interfere with the timely performance and completion of Consultant's services under this Agreement.

Consultant shall comply with all conflict of interest laws and regulations including, without limitation, the LOCSD's Conflict of Interest Code (on file in the LOCSD Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the LOCSD pursuant to this Agreement may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant or Consulting Firm to notify the LOCSD of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of the Consultant(s) unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B. _____ (*Consultant initials*)
- B. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the LOCSD, and there is substantial likelihood that the Consultants work product will be

presented, either written or orally for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the LOCS's Conflict of Interest Code.

203 Tools and Instrumentalities: Consultant shall provide all tools and instrumentalities to perform the services under this agreement.

204 Workers' Compensation and Other Employee Benefits: LOCS and Consultant intend and agree that Consultant is an independent contractor of LOCS and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other LOCS-sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify LOCS for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

205 Indemnification: Design Professional:

(a) To the fullest extent permitted by law, the Design Professional shall indemnify and defend, pursuant to the limitations set forth in the California Civil Section 2782.8, the LOCS, and its elected officials, officers, and employees from and against all liabilities that arise out of, pertain to, or relate to negligent acts, errors or omissions, or willful misconduct of the Design Professional, or its employees, agents, or subcontractors. Liabilities to the extent caused by the Design Professional and subject to the obligation to indemnify include all claims, losses, damages, defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Design Professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Design Professional's duty to indemnify. Design Professional shall be obligated to defend, pursuant to the limitations in California Civil Section 2782.8, the LOCS in all legal, equitable, administrative, or special proceedings, with counsel approved by the LOCS, the LOCS and its elected officials, officers, and employees, immediately upon tender to Design Professional of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Design Professional are responsible for the claim does not relieve Design Professional from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Design Professional asserts that liability is caused by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative

active negligence or willful misconduct of an indemnified party, Design Professional may submit a claim to the LOCS for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the Design Professional's work or work product by any indemnified party shall not affect, relieve or reduce the Design Professional's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

206 Insurance: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this agreement

3.0 OBLIGATIONS OF LOCS

3.01 Cooperation: LOCS agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement. LOCS employees, agents and officers of the LOCS agree to disclose all information relevant to this project to Consultant.

4.0 TERMINATION OF AGREEMENT

4.01 Termination Notice: Notwithstanding any other provision of this agreement, any party hereto may terminate this agreement, at any time, without cause, by giving at least 30 (thirty) days' prior written notice to the other parties to this agreement.

4.02 Termination on Occurrence of Stated Events: This agreement shall terminate automatically on the occurrence of any of the following events:

- a. Sale of the business of any party;
- b. The end of the 30 (thirty) days as set forth in section 4.01;
- c. End of the contract to which Consultant's services were necessary; or
- d. Assignment of this agreement by Consultant without the consent of LOCS.
- e. Death of any party.

4.03 Termination by any Party for Default: Should any party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party, at its option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

4.04 Termination: This agreement shall terminate on December 31, 2020 unless earlier extended as set forth in this Section. The LOCS, with the agreement of Consultant, is authorized to extend the term of this agreement beyond the termination date, as needed, under the same terms and conditions as set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

5.0 SPECIAL PROVISIONS

5.01 Additional Tasks as May Be Assigned by the District Engineer or the LOCS General Manager: Prior to initiating any Consultant work on matters relating to Optional Tasks 1 through 4, or other additional services as agreed to between LOCS and Consultant, it shall be the responsibility of Consultant to obtain written approval of the LOCS General Manager, prior to initiation of such tasks.

5.02 Time Schedule: Consultant is to begin work upon receipt and execution of LOCS contract. It is contemplated that most of the services hereunder, including but not limited to preparation, public and agency review, and submission of the Final Plans, Specifications and Estimate (PS&E) (*final construction contract documents*) to the General Manager and LOCS Board of Directors for approval for public bidding, will be completed on or before _____, 2020. **TIME IS OF CARDINAL IMPORTANCE TO THIS CONTRACT.** Consultant agrees to engage its best efforts to adhere strictly to the schedule set forth in **Exhibit A** and incorporated herein.

5.03 Work Outside Contract Scope: No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

5.04 Confidentiality:

- (a) Confidential Nature of Information. Consultant shall treat all information obtained from the LOCS in the performance of this contract as confidential and proprietary to the LOCS. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential.

- (b) Limitation on use and disclosure. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the LOCS, or obtained from the LOCS or obtained as a consequence of the performance of work to any person other than the LOCS, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the LOCS.
- (c) Security plan. If requested by the Contract Manager, Consultant shall prepare a security plan to assure that information obtained from the LOCS or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant shall advise the LOCS of any request for disclosure of information or of any actual or potential disclosure of information.
- (d) Survival. Consultant's obligations under this paragraph shall survive the termination of this contract.

6.0 MISCELLANEOUS

6.01 Notices: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and delivered or, in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, to the following address for each respective party:

PARTY	ADDRESS
TO: LOCS	LOCS 2122 9 th Street Suite 102 Los Osos, CA 93402 Attention: General Manager

Copy to: Jeff Minnery
LOCS Attorney
Adamski Moroski Madden
Cumberland & Green LLP
PO Box 3835
San Luis Obispo, CA 93403-3835

TO CONSULTANT:

6.02 Governing Law: This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time, should any need for

interpretation of this agreement or any decision or holding concerning this agreement arise.

6.03 Binding Effect: This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as consent by LOCSD to any assignment of this agreement or any interest in the agreement.

6.04 Remedies: The remedies set forth in this agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.05 Due Authority: The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.06 Ownership of Work Product: Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the LOCSD, provided Consultant has been paid all outstanding invoices owing under this Agreement. Consultant agrees that all copyrights, which arise from creation of the work pursuant to this contract, shall be vested in the LOCSD and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the LOCSD, upon payment of all invoices owing to Consultant under this Agreement. LOCSD acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

6.07. Integration and Modification: This contract represents the entire understanding and agreement of the LOCSD and Consultant as to those matters contained herein. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the LOCSD and Consultant.

6.08. Advice of Counsel: The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

6.09. Independent Review: Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

6.10. Attorney Fees: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach hereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.11 No waiver: The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.12 Assignment: This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement, giving rise to a right to terminate as set forth in Section 4.03.

6.13. Time for Performance: Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause, except financial inability, which is the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused: provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement of the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.14 Severability: Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.15. Construction: The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provision to which they relate.

6.16. Amendments: Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this agreement.

617. Signatures: The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

Consultant:

Date: _____

By: _____

LOCSD:

Date: _____

By: _____

Ron Munds, General Manager

APPROVED AS TO FORM:

LOCSD Attorney:

Adamski Moroski Madden Cumberland & Green LLP

Date: _____

By: _____

Jeffrey Minnery
LOCSD Attorney

ATTEST:

Laura Durban, LOCSD
Administrative Services Manager

EXHIBIT A

SCOPE OF WORK,

FEE SCHEDULE

&

PROJECT SCHEDULE

EXHIBIT A-1

CONSULTANT FEES/COMPENSATION

EXHIBIT A-2

CONSULTANT PROPOSAL DATED _____