Director Memorandum 12-021

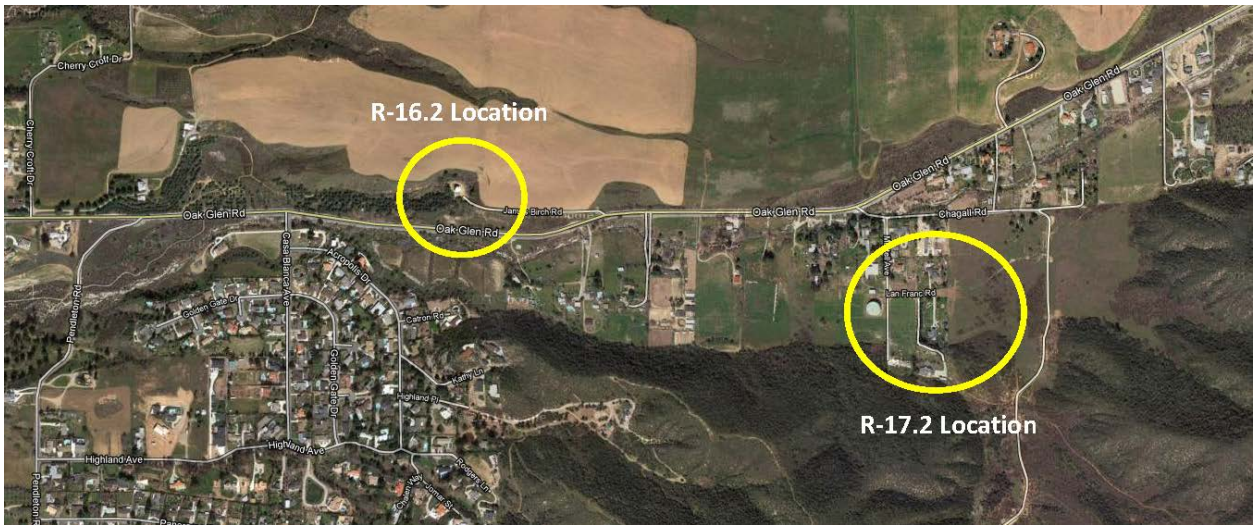
Date: March 7, 2012

Prepared By: Jennifer Ares, Resource Sustainability Manager

Subject: Authorization to Request for Proposals for Environmental Services Related to the Construction of Drinking Water Reservoirs and Recycled Water Reservoirs in Pressure Zones 16 and 17

Recommendation: That the Board authorizes the District staff to finalize the attached RFP and distribute to selected environmental consultants.

The District staff is in the process of preparing a Request for Proposals to solicit information from qualified environmental consulting firms for the preparation of environmental documents associated with the replacement of Reservoirs R-16.2 and R-17.2. Both of these reservoirs have been identified as important facilities for water service in the upper elevations of our service area.



Yucaipa Valley Water District

12770 Second Street, Yucaipa, California 92399

Request for Proposals
for
Environmental Services
Related to Construction of Reservoirs 16.2 and 17.2

March 8, 2012

Proposals Due – _____, 2012 at 2:00 p.m.

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This request for Proposals describes the basic project, the anticipated scope of services, the consultant selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification.

I. BACKGROUND INFORMATION

General

Yucaipa Valley Water District is a self-governed special district responsible for water treatment, water production, water delivery, wastewater collection, wastewater treatment and recycled water delivery in the Yucaipa Valley. The service area of the District encompasses approximately 50 square miles and includes the cities of Yucaipa and Calimesa as well as unincorporated areas of San Bernardino and Riverside counties.

Water Supply System

Historically, the District has depended solely on groundwater sources and surface water from the local mountains to meet its water demand with groundwater providing approximately 92 percent of the total supplies. The District recognized that current local surface and ground waters are not sufficient to satisfy the water demands of the community resulting in the importation of State Water Project water Currently the District receives 45% of its water supply from imported water, 52% from groundwater sources and 3% from local surface water sources.

Recycled Water System

The District is operates an extensive recycled water system as a method of enhancing local water supplies. Recycled water not only provides an additional water resource, but also reduces the reliance and quantity of imported water supplies from Northern California. The ultimate recycled water system is expected to include nine reservoirs with a total capacity of seventeen million gallons, four booster stations, and approximately 50 miles of pipelines. These facilities will be used to provide recycled water to schools, parks, golf courses, and residential customers.

Sewer System

Wastewater generated within the District consists primarily of domestic flow generated from residential, commercial, institutional and light industrial sources. The District maintains a sewer collection system of approximately 170 miles of gravity lines and close to 4,000 manholes. The backbone of the District's collection system is composed of three major interceptors: Lift Station No. 1 Interceptor, Calimesa Interceptor and the 4th Street/Avenue E Interceptor. The District also operates five wastewater lift stations throughout the Yucaipa Valley.

The wastewater collected in the District's service area is conveyed to the Henry N. Wochholz Regional Water Recycling Facility. The wastewater treatment plant was originally constructed in 1986 and has been expanded to produce up to 8 million gallons per day of recycled water. Currently, the average wastewater flow is about 3.5 million gallons per day.

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II. PROJECT DESCRIPTION

The Yucaipa Valley Water District (the District) is requesting proposals from qualified environmental consulting firms for services associated with completion of environmental documents associated with the construction of Reservoirs R-16.2 and R-17.2.

Reservoir R-16.2

For the past four decades, the Yucaipa Valley Water District has utilized this particular site for a functional water storage reservoir that provides service to a large portion of the District's service area. The proposed project will include two water storage reservoirs: one drinking water reservoir and one recycled water reservoir. The construction project will require the removal of the existing reservoir when the drinking water reservoir is completed but prior to the construction of the recycled water reservoir.

The newly constructed reservoirs 16.2 (R-16.2) will be approximately 1.2 million gallons for the drinking water reservoir and 0.25 million gallons for the recycled water reservoir. The 1.2 MG drinking water reservoir will have a footprint of approximately 83 feet in diameter. The 0.25 recycled water reservoir will have a footprint of approximately 44 feet in diameter. The total project area of impact for the two new reservoirs and booster station is approximately two acres.

Reservoir R-17.2

Construction of Reservoir R-17.2 will also replace an existing reservoir. The newly constructed reservoirs will consist of one 1.5 million gallon drinking water reservoir and one 0.75 million gallon recycled water reservoir. The 1.5 million gallon drinking water reservoir is approximately 93 feet in diameter and the 0.75 million gallon recycled water reservoir is anticipated to be 66 feet in diameter. The total project footprint for the two tanks and booster station is approximately two to three acres. The project footprint is dependent upon the final reservoir layout alternative selected by the District.

Environmental Compliance

The selected consultant will be expected to provide the necessary justification for the proper environmental analysis.

III. TENTATIVE SCHEDULE

The following tentative schedule has been compiled by District staff to integrate the work product from this project into other studies and reports. Therefore, any inability to meet the proposed schedule should be disclosed at the time of submitting your proposal for the project.

Request for Proposals Issued
Site Visit with Consultants
Proposals Due at District Office by 2:00 p.m.
Anticipated Meeting with Committee/Board Members
Board Approval of Consultant Agreement
Notice to Proceed with Environmental Documentation
Completion of Environmental Documentation

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IV. SCOPE OF WORK

The selected consultant shall provide a detailed written monthly progress report to the District with all invoices to receive payment. As a minimum, the Consultant's services shall include:

1. Preliminary Services

A. Meet with District staff to discuss the project and obtain information furnished by the District.
B. Compile and review existing documents.
C. Conduct a site tour of property, two locations to determine where reservoirs will be placed.

2. Environmental Documentation

Consultant shall provide the District with a project description and facilitate the completion of the necessary environmental documentation. Consultant shall analyze the project footprint and impacts to surrounding vegetation and cultural resources and other environmental factors that may be of concern to the regulatory agencies. Consultant shall perform all related environmental research necessary to complete the project.

3. District Meetings

The Consultant shall meet with the District staff as is necessary during execution of the project. A detailed written monthly status report is to be provided along with invoices which are due prior to the fifth of each month.

The consultant shall allow sufficient time to respond to comments and provide presentations at one board workshop, one board meeting and at the public hearing.

V. SUBMITTAL REQUIREMENTS

The District requires that each proposal clearly address all of the requirements outlined in this Request for Proposal. The proposal shall be limited to a maximum of 10 pages including cover letter with ten hard copies and one electronic provided to the District. Resumes and company qualification brochure data may be added to the 10 page proposal, provided they are located in an appendix at the back of the proposal.

The proposal submitted may be organized as the consultant chooses. However, the proposal must be clear and concise, and contain information covering all the following topics:

- Scope of Work & Methodology

  Outline the firm's understanding of the project and summarize the basic approach to providing professional services for the project. Descriptions of specific procedures and methods to enable the District to assess the consultant's capability to conduct this project in a structured, competent and efficient fashion.

- Suggested Modifications and Enhancement of Proposal

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In the event the Consultant feels that the interest of the District would better be served by inclusion, exclusion or revision of any requirement, they may include a short section describing said recommendation with estimated costs. The costs for any additional work shall be clearly identified and will be considered to be in addition to the cost included in the Estimate of Fee. In any case, all of the requirements stated in this RFP must be addressed to constitute an acceptable proposal.

- Schedule for Completion

  The tentative schedule shown in Section III of this RFP has been compiled by District staff to comply with the funding requirements for this project. Therefore, any inability to meet the proposed schedule should be disclosed at the time of submitting your proposal for the project. The Consultant shall therefore address any scheduling issues associated with the project with a brief description of how any suggested modifications or enhancements will affect the proposed schedule.

  <u>The consultant shall provide the District with a proposed schedule for the completion of the environmental documentation based on the proposed environmental documentation required.</u>

- Personnel

  Provide the resumes of individuals that will be assigned to the project and other staff personnel available to support the project.

  The contract will provide that any substitution of these key personnel is subject to the written approval of the District; and if not approved, the contract may be terminated.

  The consultant shall designate a Contact Person who shall be one of the key personnel. Said Contact Person shall respond to inquiries and otherwise provide information requested by the District. In addition, the Contact Person shall keep the District up to date in regard to all progress on the services provided and otherwise provide information regarding the status of the project.

- Qualifications

  Submit descriptions of similar projects that have been performed by the firm within the last five years. Include with the description the client name, address, phone number and a contact person familiar with the work performed by the consultant.

- Proposed Fee for Services – To Be Included With Proposal

  The District anticipates on proceeding with this project by issuing one task order to the selected consultant. The task order will be for the completion of environmental documentation for the proposed project.

  On a table marked “Environmental Documentation Costs” provide details on the proposed fee for services and include the following:

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1. Hours of work allocated for completion of the Environmental Documentation. This should include a breakdown of the hours required to complete the project per person with the individual's title and hourly rate identified. Please be advised that the District's Board of Directors intend on issuing Task Order No. 1 as a **sum not-to-exceed** for the negotiated contract amount.
2. A summary of all anticipated additional expense items should be included for completion of the Project. The District will not allow a percentage mark-up of any outside expenses related to this project.
3. An hourly rate schedule for all personnel indicated in the proposal including any a separate rate schedule for any sub consultants used. The District will not allow a labor rate change for employees and sub-consultants of the selected Consultant during the term of this contract.

Selection of the consultant, if one is selected, will be based on demonstrated competence and qualifications to render the services at a fair price.

VI. SELECTION PROCESS

Selection Criteria

Major selection criteria used to evaluate the technical proposals received include, but are not limited to the following:

- Past performance and qualifications of the proposed key project team members on similar projects.
- Reasonable cost estimates for the proposed work.
- Familiarity with and capability to handle all aspects of the work.
- Ability to commence work immediately and complete the project within the proposed time frame.
- The proposed project approach, scope, manner and thoroughness in which it is presented in the proposal.
- The firm's experience, the designated project manager's experience, staff availability, stability, financial responsibility and past performance on similar projects.
- Lack of personnel and/or organizational conflicts of interest.
- List any subcontract employees or firms and their specific responsibility for completing a portion of the project.
- Ability to schedule and complete the project in a timely manner.

Selection Process

The proposals will be evaluated and ranked by a committee of selected District staff and may include board members. The top firm will meet with the members of a committee of the Board and/or workshop of the board to discuss the contract prior to presentation to the Board of Directors for approval. If agreement cannot be reached with the top ranked firm, the negotiations will be terminated and the firm so informed in writing. The second ranked firm will then be invited to enter into the negotiation process and so on, until an agreement is reached. With the ability to select more than one consultant for the proposed project, there may be negotiations conducted with more than one consultant.

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Contract Award and Agreement

The contract, if awarded, will include the scope of work and a not to exceed contract price with the selected consultant for each phase of the project.

A sample contract agreement is included in Attachment D within this RFP for the consultant's review. Consultant's having any concerns or objections to the terms and requirements of the proposed Agreement shall clearly identify the terms of concern, the nature and reasons for their concern and recommend specific alternative language. Any proposed changes to the agreement (and supporting information) should be included with the Consultants submittal for the project. The District's legal counsel has reviewed this agreement and has determined that it is appropriate for the term "Contractor" to be used for this agreement. The District is not inclined to change the reference of "Contractor" to "Consultant" for this agreement.

Any revisions or changes to the Agreement submitted by the selected Consultant shall not be made a part of this Agreement unless or until approved by the District in its sole discretion. The Consultant thereby agrees to be bound to the form of the Agreement attached hereto subject only to changes and amendments agreed to by the District.

Contract Amount

The Board of Directors will be awarding the proposed work for a sum not to exceed with the understanding that additional work by the Consultant over and beyond the original contract amount may not be approved.

VII. PROJECT REQUIREMENTS AND CONDITIONS

Clarification

If additional information is needed to interpret this RFP, written questions shall be submitted to Jennifer Ares, Resource Sustainability Manager who will be the Contract Administrator for this project.

Responsiveness

The detailed requirements set forth in Section V are mandatory for providing a proposal for this project. Failure by a proposer to respond to a specific requirement may result in disqualification.

Right to Reject Proposals

The District reserves the right to reject any or all proposals.

Labor Laws

The successful proposer and the proposer's agents, employees and subcontractors shall comply with all applicable provisions of the Labor Code and all federal, state and local laws and regulations which affect the hours of work, wages and other compensation of employees, nondiscrimination and other conduct of the work.

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Incurring Costs

The District is not liable for any costs incurred by proposer in responding to this RFP.

Ownership of Data

Upon completion of all work under this contract, ownership entitled to all reports, documents, plans, specifications and estimates produced as part of this contract will automatically be vested in the District and no further agreement will be necessary to transfer ownership to the District. Copies made for the Consultant's records shall not be furnished to others without prior written authorization from the District.

Inclusion in Contract with Consultant

It is understood that this Request for Proposals shall be included as a part of the contract with the consultant.

Attachment A – Reservoir R-16.2 Site Layout
Attachment B – Reservoir R-17.2 Site Layout – Alternative 1
Attachment C - Reservoir R-17.2 Site Layout – Alternative 2
Attachment D – Agreement for Services by a Consultant as an Independent Contractor for the Yucaipa Valley Water District

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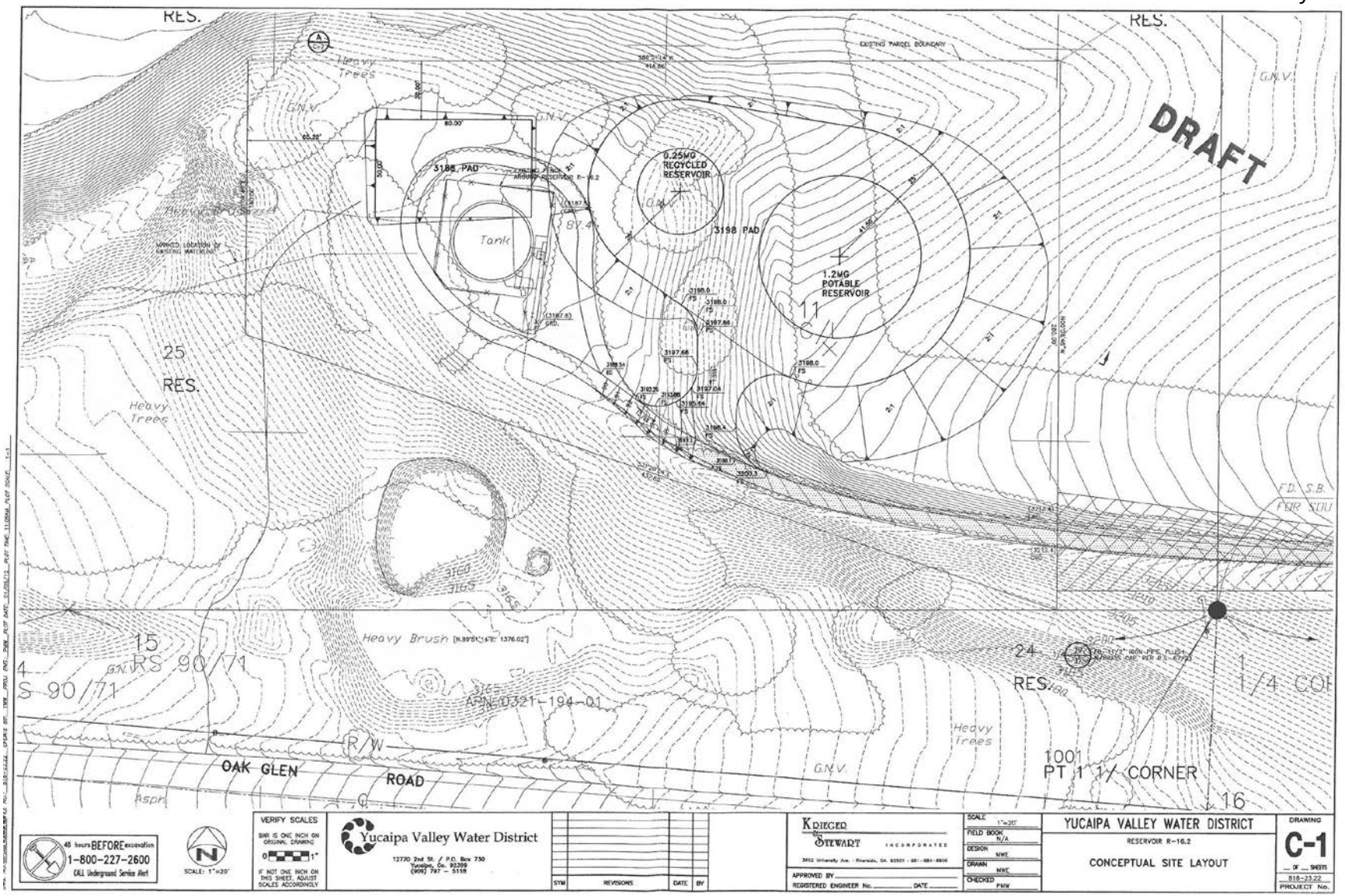
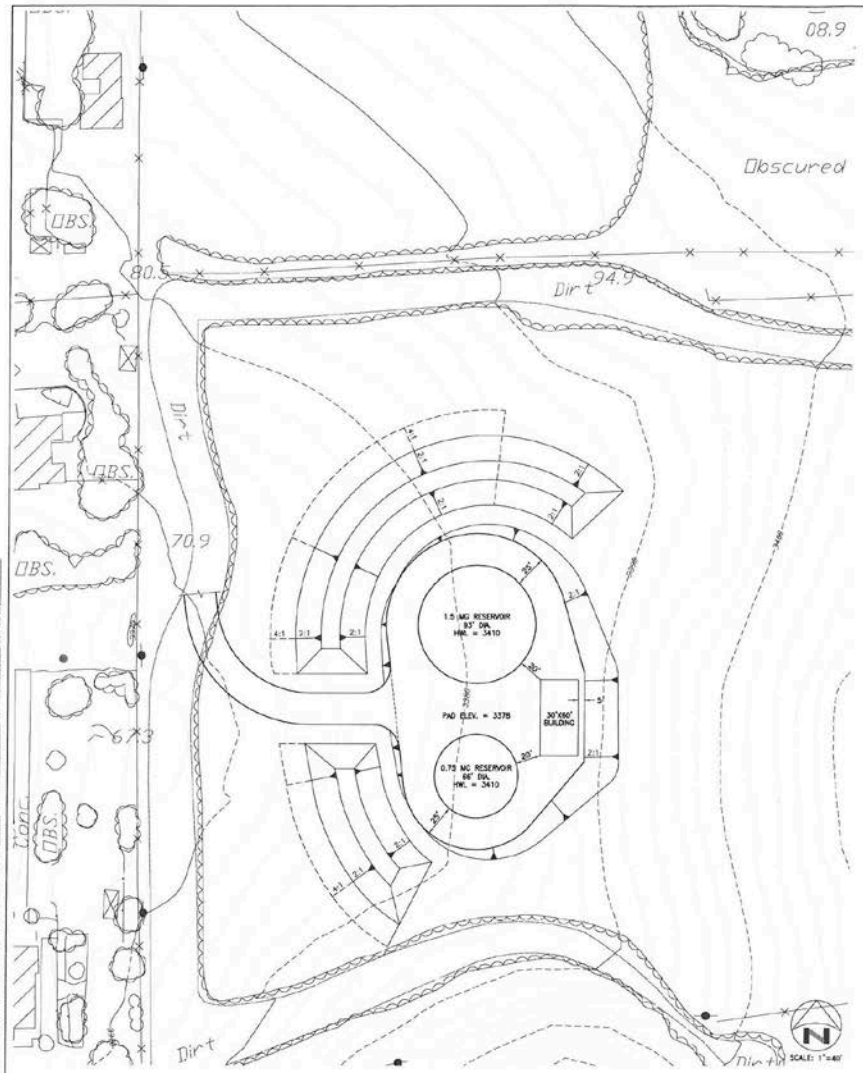
Attachment A – Reservoir R-16.2 Site Layout



Attachment B – Reservoir R-17.2 Site Layout – Alternative 1



VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	KRIEGER & STEWART INCORPORATED	YUCAIPA VALLEY WATER DISTRICT RESERVOIR R-17.2 SITE LAYOUT SITE LAYOUT ALTERNATIVE I	FIGURE 1 OF 2
	SCALE: AS SHOWN DATE: 1/23/12	DRAWN BY: PMD CHECKED BY: FKW W.O.: 816-23.24	

Attachment C - Reservoir R-17.2 Site Layout – Alternative 2

Attachment D – Agreement for Services by a Consultant as an Independent Contractor for the Yucaipa Valley Water District

AGREEMENT FOR SERVICES BY A CONSULTANT
AS AN INDEPENDENT CONTRACTOR
FOR THE YUCAIPA VALLEY WATER DISTRICT

THIS AGREEMENT is made and effective as of the 5th day of April 2012, by and between the YUCAIPA VALLEY WATER DISTRICT ("OWNER") whose address is Post Office Box 730, Yucaipa, California 92399 and _____, ("CONTRACTOR") whose contact information is:

Attention: _____
Company: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-mail: _____
Federal I.D. No. _____

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. OWNER desires to engage the services of CONTRACTOR to perform such services as may be assigned, from time to time, by OWNER in writing for the purpose of providing professional engineering services for the Yucaipa Valley Water District.

B. The services to be performed by CONTRACTOR shall be specifically described in one or more written Task Orders issued by OWNER to CONTRACTOR pursuant to this Agreement.

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and has represented to OWNER that CONTRACTOR possesses the necessary skills, qualifications, and personnel to provide such services.

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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, OWNER and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue for _____ ( ) months, unless extended or sooner terminated as provided for herein.

2. Services to be Performed by CONTRACTOR. CONTRACTOR agrees to provide such services as may be assigned and accepted by CONTRACTOR, from time to time, in writing by the Board of Directors and/or the General Manager of OWNER. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by CONTRACTOR, the amount of compensation to be paid, and the expected time of completion.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform each such assignment; provided, however, that CONTRACTOR shall not subcontract any of the work to be performed without the prior written consent of OWNER.

4. Compensation.

4.01 In consideration for the services to be performed by CONTRACTOR, OWNER agrees to pay CONTRACTOR as provided for in each Task Order.

4.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon CONTRACTOR's schedule of regular hourly rates customarily charged by CONTRACTOR to its clients.

4.03 OWNER shall reimburse CONTRACTOR for reasonable and necessary expenses incurred by CONTRACTOR in the performance of services for OWNER. Reimbursement shall be according to a schedule of reimbursable expenses included in each Task Order.

4.04 CONTRACTOR shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the General Manager or Board of Directors of OWNER, in writing.

4.05 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, CONTRACTOR agrees that payment of compensation earned shall be made in monthly installments within 30 business days after receipt of a detailed, corrected, written invoice describing in reasonable detail, to the extent applicable, the services performed, the time spent performing such services, the hourly rate charged therefore, the identity of individuals performing such services for the benefit of OWNER, and materials consumed or used. Such invoice shall also include a detailed itemization of authorized expenses incurred. Invoices and supporting documentation shall be received by the 5th of each month in order for the CONTRACTOR to have payments

approved by the Board at the second monthly board meeting. The CONTRACTOR also will be required to submit a written progress report with each monthly invoice discussing the status of the project.

5. Obligations of Contractor.

5.01 CONTRACTOR agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

5.02 Except as otherwise provided for in each Task Order, CONTRACTOR will supply all personnel, materials and equipment required to perform the assigned services.

5.03 CONTRACTOR shall keep OWNER informed as to the progress of the work assigned hereunder, by means of regular and frequent consultations. From time-to-time, when requested by the OWNER, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the services assigned by OWNER. Therefore, CONTRACTOR hereby covenants and agrees to:

a. Obtain a comprehensive general liability insurance policy on ISO-CGL Form No. GL 20 10 03 97 in an amount of not less than one million dollars ($1,000,000) per occurrence for all coverage naming OWNER as an additional insured using ISO additional assured endorsement form CG 20 10 11 97;

b. (Check one:) YES X NO __ Obtain a policy of errors and omissions insurance in a minimum amount of $1,000,000 per claim to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any services for OWNER;

c. Comply with all applicable local, state and federal laws, rules and regulations regarding, by way of example and not by limitation, nondiscrimination and payment of wages;

d. Provide worker's compensation insurance for CONTRACTOR's employees and agents with limits as prescribed by law and custom.

CONTRACTOR waives all rights of subrogation against OWNER. Evidence of all insurance coverage shall be provided to OWNER prior to issuance of the first Task Order. Such policies shall be issued by a highly rated insurer (minimum Best's Ins. Guide rating of "A:VII") licensed to do business in California, and shall provide that they shall not be cancelled without 30 days' prior written notice to OWNER. CONTRACTOR acknowledges and agrees that all such insurance is in addition to CONTRACTOR's obligation to fully indemnify and hold OWNER completely free and harmless from and against any and all claims arising out of any, loss, injury or damage to property or persons caused by the negligent acts or omissions of CONTRACTOR in performing services assigned by OWNER.

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5.05 CONTRACTOR hereby agrees to indemnify the OWNER (its employees, agents and officials), to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of professional services under this Agreement.

6. Obligations of Owner.

6.01 OWNER shall do the following in a manner so as not to unreasonably hinder the performance of services by CONTRACTOR:

a. Provide information, requirements and criteria regarding OWNER's project;

b. Furnish all existing studies, reports and other available data and items pertinent to each Task Order that are in OWNER's possession;

c. Designate a person to act as a liaison between CONTRACTOR and the General Manager and Board of Directors of OWNER.

7. Additional Services, Changes and Deletions.

7.01 During the term of this Agreement, the Board of Directors or General Manager of OWNER may, from time to time, and without affecting the validity of this Agreement or any Task Order issued thereunder, order changes, deletions and additional services by the issuance of written change orders authorized and approved by the Board of Directors or General Manager of OWNER along with an equitable adjustment in compensation.

7.02 In the event CONTRACTOR performs additional or different services than those described in any Task Order or authorized change order without the prior written approval of the Board of Directors or General Manager of OWNER, CONTRACTOR shall not be compensated for such services.

7.03 CONTRACTOR shall promptly advise OWNER as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the Board of Directors or General Manager of OWNER.

7.04 In the event that OWNER orders services deleted or reduced, compensation shall likewise be deleted or reduced by a fair and reasonable amount and CONTRACTOR shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Section 4 above.

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8. Termination of Agreement.

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, OWNER, at its sole option, may terminate this Agreement at any time by giving 10 days' written notice to CONTRACTOR, whether or not a Task Order has been issued to CONTRACTOR.

8.03 In the event of termination, the payment of monies due CONTRACTOR for work performed prior to the effective date of such termination shall be paid within 45 business days after receipt of an invoice as provided in this Agreement. Upon payment for such services, CONTRACTOR agrees to promptly provide and deliver to OWNER all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to OWNER.

9. Status of Contractor.

9.01 CONTRACTOR shall perform the services assigned by OWNER in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of OWNER. CONTRACTOR shall be under the control of OWNER only as to the result to be accomplished and the personnel assigned to perform services. However, CONTRACTOR shall regularly confer with OWNER's General Manager and Board of Directors as provided for in this Agreement.

9.02 CONTRACTOR hereby specifically represents and warrants to OWNER that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10. Audit; Ownership of Documents.

10.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of services assigned to it by OWNER shall become the sole property of OWNER, and CONTRACTOR shall promptly deliver copies of all such materials to OWNER in electronic format and hard copies per the OWNER’s request. If OWNER uses such documents for any purpose other than for which they were prepared without CONTRACTOR's prior written approval, OWNER hereby waives any claims against CONTRACTOR and will hold CONTRACTOR harmless from any claim or liability for injury or loss arising from OWNER's unauthorized use.

10.02 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and

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vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as OWNER may deem necessary, CONTRACTOR shall make available to OWNER's agents for examination all of such records and shall permit OWNER's agents to audit, examine and reproduce such records.

11. Miscellaneous Provisions.

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR for OWNER and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of OWNER. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the services authorized hereunder.

11.04 If required by law, CONTRACTOR shall file Conflict of Interest Statements with OWNER.

11.05 Any dispute which may arise by and between the OWNER and the CONTRACTOR, including the CONTRACTOR's subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, in accordance with its construction industry rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this Paragraph. Arbitration shall be conducted before a panel of three arbitrators, unless the PARTIES agree in writing to submit the matter before a single arbitrator. The arbitrators must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrators' decision and award are subject to judicial review for errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure, by a Superior Court of competent venue and jurisdiction. Discovery may be conducted in the arbitration proceeding pursuant to Section 1283.05 of the Code of Civil Procedure. Unless the PARTIES stipulate to the contrary, prior to the appointment of the arbitrators, all disputes shall first be submitted to non-binding mediation, conducted by either the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc./Endispute, in accordance with their respective rules and procedures for such mediation. In any arbitration or litigation arising out of this Agreement, or the performance of any obligation under this Agreement, the arbitrators or the court in such arbitration or litigation shall award costs and expenses of arbitration or litigation, including mediation and arbitration fees and expenses, expert witness fees and attorneys' fees, to the prevailing PARTY.

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IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement as of the day and year first above-written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____

_____
Print Name

_____
Print Title

CONTRACTOR:

_____

Dated: _____ By: _____

_____
Print Name

_____
Print Title

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YUCAIPA VALLEY WATER DISTRICT

INDEPENDENT CONTRACTOR'S TASK ORDER NO. 1

Task Order No.: 1

Project Name: Environmental Documentation for the Yucaipa Valley Regional Water Supply Renewal Project

Contractor Name: _____

Contractor Address: _____

Contractor Telephone: _____

Contractor Fax: _____

Contractor E-mail: _____

Federal Tax ID: _____

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the YUCAIPA VALLEY WATER DISTRICT ("OWNER") and _____ ("CONTRACTOR") dated May 7, 2003 (the "AGREEMENT").

1. Task to be Performed. CONTRACTOR shall provide all labor, materials and equipment to perform the following task (check one):
X See Exhibit "A", attached hereto
Description of Task:

2. Time of Performance. CONTRACTOR shall begin work within 5 calendar days of the date this Task Order is signed by the OWNER and shall complete performance of such services by or before _____.

3. Liaison of OWNER. (Check one:) The _X_ General Manager ___ District Engineer ___ District representative (_____) shall serve as liaison between OWNER and CONTRACTOR.

4. Staff Assignments. CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: (__ Not Applicable)

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

5. Deliverables. CONTRACTOR shall deliver to OWNER not later than the date or dates indicated, the following: (Check if Not Applicable: __)
See Exhibit "A"

6. Compensation. For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall receive a total not-to exceed lump sum of _____ (_____) payable as contained within Section 4 of the Agreement.

7. Reimbursable Expenses. Included in the amount of compensation provided for in Paragraph 6 above, CONTRACTOR (check one:) ___ shall/ X shall not be entitled to reimbursement for expenses. If authorized by this Task Order, reimbursable expenses shall be limited to: _____

8. Miscellaneous Matters. The following additional matters are made a part of this Task Order (check one):
Not applicable
X See Exhibit "A" attached hereto
Description:

IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

Yucaipa Valley Water District

_____
Name of Consultant

By: _____ By: _____

Dated: _____ Dated: _____

Name: _____ Name: _____

Title: _____ Title: _____