



LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT

Sewer Model Update and Calibration

Request for Proposal

February 17, 2017

Lake Arrowhead Community Services District (“LACSD” or “District”) is seeking proposals from a select group of experienced and qualified engineering firms, to provide professional engineering services to the District to update and calibrate the District’s sewer model.

The primary objectives of this RFP are to provide information necessary for the solicitation and evaluation of competitive proposals that will result in an agreement between the District and proposer that meets the District’s requirement(s).

It is the District’s expectation and requirement that firms submitting a proposal will have the experience and capabilities to provide the services requested, and can demonstrate successful implementation of sewer models of similar size and complexity.

Background of the District

The District was incorporated on March 16, 1978, under the authority of §61000 et. seq. of the California Government Code. The District supplies and distributes water, treats and disposes of wastewater, and provides recycled water for irrigation.

The District encompasses about 15 square miles and is in an unincorporated area of San Bernardino County in the San Bernardino Mountains, about 75 miles east of the city of Los Angeles and 23 miles north of the City of San Bernardino. The District’s service territory is primarily a resort community. The District estimates that the permanent population in the Lake Arrowhead area is about 7,200, with holiday and weekend populations exceeding 30,000. The major source of water for the Lake Arrowhead community is Lake Arrowhead. The lake contains approximately 47,000 acre feet of high quality water and has a surface area of approximately 780 acres. Some water is provided by groundwater wells and imported water is also purchased from the State Water Project through an agreement with the San Bernardino Valley Municipal Water District and the Crestline-Lake Arrowhead Water Agency (“CLAWA”). This imported water is treated by CLAWA to meet drinking water standards before delivery to the District. The water service area covers approximately 4,900 acres and includes the geographic area known as Arrowhead Woods. The District’s water system includes 18 water storage reservoirs, 9 pressure tanks, and 22 water pumping stations, as well as approximately 150 miles of water mains.

In 2006, the State Water Resources Control Board issued Order No. WR 2006-0001, limiting the community’s withdrawal from Lake Arrowhead to 1,566 acre feet per year beginning in 2008. In addition, the District entered into a Memorandum of Understanding with the Arrowhead Lake Association with a goal to maintain the elevation of Lake Arrowhead at or above 5,100 feet elevation. In compliance with the order, the District has developed permanent and temporary supplemental water supply sources and a temporary Supplemental Water Supply Fee is currently being imposed.

The District owns and operates an extensive wastewater collection, treatment and effluent disposal system servicing approximately 38,500 residential and commercial customer connections. The wastewater service area includes the communities of Arrowhead Villas, Lake Arrowhead, Cedar Glen, Crest Park Blue Jay, Deer Lodge Park, Twin Peaks, Rim Forest and Sky Forest. Most of these areas lie within the Arrowhead Lake and Grass Valley watersheds. Refer to the 2008 Water Master Plan and the 2008 Wastewater Facility Master Plan for additional detail regarding service areas and communities served: access to these documents is available on the District's website. The District has approximately 200 miles of gravity sewer pipe ranging in diameter from 4 to 42 inches in diameter, 6,200 manholes, 1,300 cleanouts, 2 siphons, and 7 miles of force mains. Portions of the system date back to the 1920's. As a result of the unique topography of the District, the collection system uses 21 lift stations to transport sewage through the system to the treatment facilities. The largest of the District's stations may pump up to 4.0 million gallons per day while the smallest may only move 500 gallons per day. The two wastewater facilities are the Willow Creek Wastewater Treatment Plant and the Grass Valley Wastewater Treatment Plant. Partially treated wastewater is conveyed from the Willow Creek Wastewater Treatment Plant to the Grass Valley Wastewater Treatment Plant for final treatment and eventual disposal through a 10-mile outfall pipeline to a disposal site in southeastern Hesperia where the water percolates into the Mojave River groundwater basin. This facility also produces recycled water for irrigation purposes at the local golf course.

Background Information

To assist in preparing a proposal, the following will be made available upon request to interested Proposers deemed qualified by the District:

- Current GIS layers related to the sewer system
- 2010 Sewer Model in InfoSewer
- 2008 Wastewater Facility Master Plan
- 2008 Water Master Plan

The following will be made available to the selected Proposer:

- Land use map
- Historical SCADA data (up to one year)
- Historical sewer flow monitoring data (wet season flow monitoring at 22 locations from 2012 to present)
- Treatment plant influent/effluent records
- Water billing data (note that the District's sewer service area extends beyond the District's water service area; water billing data outside the District's service area are not available)
- Engineering as-built drawings for sewer substructure

Project Understanding

The District requires an updated and calibrated sewer model for regulatory and general purposes. The District intends to purchase the software needed to operate and maintain the model in-house. To accomplish this, the District is seeking professional engineering services to develop a sewer model, calibrate the model, run modeling simulations, and provide training to District staff in the use of the model.

Project Objectives

The primary objective of the project is compliance with the California Regional Water Quality Control Board Lahontan Region (Regional Board) Cease and Desist Order R6V-2013-0022 (CDO), which calls for a report on the "results of computer model calibration" (CDO, page 21, Item

III.A.3.). To accomplish this objective, the consultant will document the steps leading up to and including calibration of the sewer model.

The secondary objective of the project is to program the sewer model to meet the general modeling needs of the District for engineering, asset management and maintenance purposes, as recommended in the 2008 Wastewater Facilities Master Plan.

Engineering – The model will be used to:

- Simulate system performance for comparison to design criteria. The results of the comparison will assist in making engineering determinations related to system capacity.
- Validate the urgency of proposed Capital Improvement Program projects.
- Evaluate engineering design alternatives prior to selection and implementation.

Asset Management – The model will serve as an infrastructure database for the hydraulic components of the system. Information regarding material, age, condition, repair history, inspection results, etc. are fundamental to the District’s asset management efforts.

Maintenance – The model will assist in determining the impact of taking system components off-line for replacement or repair.

The Proposer is encouraged to propose practical and innovative ways to make the model more useful to the District.

SERVICES TO BE PROVIDED BY THE ENGINEERING FIRM

The consultant will be required to conduct the following Scope of Services.

Task 1. Project Management

This task includes general project management and coordination of activities such as communications and invoicing.

The consultant shall arrange a Kick-off Meeting to discuss the project goals, scope of services, schedule, and channels of communication. We anticipate this will be a workshop between the consulting team and District staff to review questions about the sewer system, system operations, areas of concern, modeling preferences, and the availability of pertinent data, documents and reports on the system. The information, data and reports described in the Background Information Section of the RFP will be transferred to the consultant at the Kick-off Meeting.

The consultant shall provide monthly updates to demonstrate progress toward meeting scheduled milestones and deliverables.

Task 1 Deliverables

- Kick-off Meeting Agenda and Materials
- Monthly Progress Reports

Task 2. Research and Review

Based on discussion at the Kick-off Meeting, the consultant shall issue a Request-for-Information (RFI) itemizing any additional existing data and background information required for project execution. The consultant is encouraged to gather publicly available data and information on their own to minimize the burden on the District. The consultant shall review the provided information to gain a better understanding of the system.

Task 2 Deliverables

- Request-for-Information

Task 3. Recommendation of Modeling Software Package

The consultant shall review at least two sewer modeling software platforms and make a recommendation to the District of a preferred platform. The recommendation should take into account District preferences, compatibility with existing software and hardware, cost for licensing and maintenance, ease of use, and any other parameters discussed at the Kick-off Meeting. The District prefers modeling software with a GIS-based interface.

Task 3 Deliverables

- Memo regarding Software Evaluation

Task 4. Acquisition of Topographical Survey

The consultant shall prepare or acquire a topographical survey of the sewer service area that the consultant deems sufficiently accurate to establish elevations of manhole rims, receiving structures, valves and other related elements in the model. The survey must be compatible with the recommended modeling software.

Task 4 Deliverables

- Map showing Study Area and Extent of Survey

Task 5. Model Development

Based on data and information provided at the Kick-off Meeting and acquired through the RFI, the consultant shall develop an up-to-date sewer model including all pipes, manholes and lift stations included in the District's GIS. Model attributes such as manhole invert and rim elevations, pipeline invert elevations and diameters, materials, and age shall be fully populated using GIS and as-built drawings.

The most elemental aspect of model development involves (1) adding pipes constructed since 2010 and (2) adding elements previously excluded in the skeletonized version of the model. The consultant is encouraged to review the existing model and the current GIS in order to determine the level of effort required for model development. Details regarding the development of the existing model are provided in the 2008 Wastewater Facility Master Plan.

Task 6. Model Calibration

In fulfillment of the primary project objective, the consultant shall calibrate the model and document the calibration process.

6.1. Field Data Collection (Optional)

The District desires to collect field data at manholes to be incorporated into the model to improve confidence in model accuracy. The District is aware that physical review and depth measurement of each manhole will be a very time-consuming endeavor. The District will consider the consultant's bid on this subtask as optional and independent of the rest of the Scope of Services. At the District's discretion, collection of field data may ultimately be performed by the consultant, a local private contractor, District staff, or some combination thereof.

Working with the District, the consultant shall identify manholes where additional field measurements would improve confidence in model accuracy.

For purposes of developing a fee for this subtask, assume that 3,000 manholes will be located and their depths measured. Also, provide a unit cost for locating and measuring the depth of additional manholes.

6.2. Vertical Control

The consultant shall assign elevations to all model elements with a vertical component based on the survey acquired per Task 4, existing data included in GIS, as-built drawings, and field data collected per Subtask 6.1.

6.3. Verification of Connectivity

The consultant shall verify inclusion and connectivity of all collection system components.

6.4. Calibration Periods

With input from District staff, the consultant shall identify dry-weather and wet-weather calibration periods based on the quality and availability of monitoring data.

6.5. Loading

The consultant shall develop and allocate system loading based on wastewater treatment plant influent flow data, SCADA data, land use and/or water billing records that coincide with the calibration periods.

6.6. Operational Control

The consultant shall verify the operational control settings at all facilities with District staff and program the model accordingly for the calibration periods.

6.7. Determination of Friction Coefficients

The consultant shall define a methodology for adjusting pipe friction coefficients and set a tolerance to verify what level of calibration has been achieved.

Task 6 Deliverables

- Memo regarding Calibration Process

Task 7. Model Simulation

The consultant shall prepare and perform two simulations as described below.

7.1. Dry-weather Simulation

The consultant shall develop a maximum day dry-weather sewer loading based on historical wastewater treatment plant influent data, SCADA data, land use and/or water billing records. The consultant shall develop a methodology for allocating the loading based on land use or similar concept. The consultant shall program all facilities according to operational settings provided by District staff. The consultant shall simulate the system under maximum day dry-weather conditions and provide a summary of modeling results.

Note that Lake Arrowhead is a resort area. High dry-weather loading has been observed on the Fourth of July, Labor Day and Memorial Day holiday weekends when the transient population increases dramatically.

7.2. Wet-weather Simulation

The consultant shall develop wet-weather sewer loading based on historical wastewater treatment plant influent data, SCADA data, land use and/or water billing records. Based on analysis of historical data and input from District staff, the consultant shall prepare an evaluation of inflow and infiltration (I&I). The consultant shall develop a methodology for allocating I&I to the model. The wet-weather allocation is considered to be the average day dry-weather conditions plus I&I. The

consultant shall simulate the system under wet-weather conditions and provide a summary of modeling results.

Task 7 Deliverables

- Write-up on Loading Allocation Methodology
- Write up on I&I Evaluation
- Simulation Results in Tabular and Graphic Format

Task 8. Documentation

The consultant shall document the major efforts undertaken in the previous tasks. There should be sufficient detail to serve as a reference for historical purposes and typical uses of the sewer model. Anticipated sections include:

- Executive Summary
- Introduction
- Model Development
- Model Calibration
- Model Simulation

8.1. Draft Report

The consultant shall prepare a comprehensive draft report for review by the District. The District will provide comments on the draft report to be addressed in the final report.

8.2. Final Report

The consultant shall respond to comments provided by the District and propose actions to be taken to address those comments. Once proposed actions are approved, the consultant shall prepare and issue a final report to the District.

Task 8 Deliverables

- Draft Report (three hard copies and one electronic copy in PDF format)
- Final Report (three hard copies and one electronic copy in PDF format)
- Transfer of all data and files used to prepare the Final Report

Task 9. Model Demonstration and Training

The District intends to purchase the recommended sewer modeling software for use by District engineering and operations staff. The consultant shall oversee acquisition and installation of the software.

9.1. Demonstration

Following acquisition and installation of the software, the consultant shall perform a demonstration of the sewer model on the District's computer.

9.2. Training

The consultant shall prepare a training manual that includes a general overview of the software's functions and capabilities as well as specifics related to the District's sewer model. For purposes of developing a fee for this subtask, the consultant

shall provide five (5) two-hour training sessions for two (2) District users using the manual as a basis for instruction.

It is the District's desire that training will be conducted primarily from the training manual, and that the training manual will serve as a reference and guide for District users.

Task 9 Deliverables

- Sewer Model
- Sewer Modeling Demonstration Materials
- Sewer Modeling Manual

PROPOSAL FORMAT AND CONTENT

The District would prefer a concise and direct proposal. Excessive or extraneous detail is strongly discouraged. The following information should be included in your proposal to the District:

1. Profile of the Proposer:

Provide a brief description of your firm.

2. Project Understanding and Approach:

Outline your firm's project understanding and approach to executing the Scope of Services.

3. Qualifications:

The Proposer should demonstrate experience in sewer model construction, calibration and simulation on projects of similar size and complexity.

4. Personnel:

Describe the personnel within your office(s) that will serve the District.

5. Project Schedule

The Proposer shall prepare a realistic project schedule including key milestones and deliverables. Of note is the memo referred to in Task 6, which will be issued to the Regional Board upon approval by the District in fulfillment of the primary objective of this project.

6. Fees and Hourly Rates:

Proposals shall set forth the number of hours estimated to complete each task, including the hourly rate and estimated hours for each staff classification. The District requests a firm fixed price quotation for the fees.

Please provide a total for all tasks and subtasks excluding **6.1. Field Data Collection (Optional)**. Please provide a separate fee for **6.1. Field Data Collection (Optional)**, which will be considered independently.

7. Professional Services Agreement

A copy of the District's standard Professional Services Agreement (PSA) is attached to this RFP. In your cover letter, please indicate your firm's ability and agreement to sign the PSA. Any questions regarding the PSA shall be addressed to Aida Hercules-Dodaro, District Engineer, in writing by March 6, 2017.

EVALUATION OF PROPOSALS

Proposals received by the submittal deadline shall be evaluated by the District's reviewing committee. Evaluation of proposals will be based upon the following criteria:

1. Qualifications of designated personnel to perform Scope of Services.
2. Demonstration of project understanding and approach.
3. Overall quality of the proposal.
4. Reasonableness of project schedule.
5. Fee schedule.

Proposals will be evaluated per the following matrix:

Category	Weight
Qualifications	30%
Project Understanding & Approach	10%
Overall Quality of Proposal	30%
Schedule	10%
Cost	20%

The evaluation process will be directed primarily at those capabilities and advantages clearly shown in the written proposal; however, the District may request any or all firms to make oral presentations during the evaluation process. All firms submitting proposals will be notified by the week of March 20, 2017, whether they have been selected for interviews. Interviews may take place the week of April 10, 2017, at times designated by LACSD. It is anticipated that the Board of Directors will approve an engineering firm at its April 25, 2017 meeting.

The District reserves the right to reject any and all proposals submitted and to request additional information as deemed necessary from Proposers. The District shall be the sole judge of the proposal and, particularly, which one best qualifies for acceptance. The District reserves the right to accept other than the lowest-price proposal and to negotiate with an auditor if it is in the District's best interest to do so. The District may request statements regarding perceived conflicts of interest.

The District also reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of the proposal indicates acceptance by the proposer of the conditions contained in this request for proposal, unless it is otherwise clearly and specifically noted in the proposal submitted, and confirmed in the engagement contract between the District and the proposer selected.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in the preparation, submission or presentation of proposals in response to this request.

PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted either by mail or electronically by March 16, 2017. The subject line should be ***“Proposal for Sewer Modeling Services”*** and directed to:

Aida Hercules-Dodaro, District Engineer
Lake Arrowhead Community Services District
PO Box 700
Lake Arrowhead, CA 92352
ahercules@lakearrowheadcsd.com

Please submit all questions in writing by March 6, 2017. Answers will be provided to all firms that have indicated interest. If you require additional information regarding this Request for Proposal, please contact Aida Hercules-Dodaro at (909) 336-7155.

ATTACHMENTS

**LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2017, by and between the Lake Arrowhead Community Services, a public agency with its principal place of business at 27307 State Highway 189, Blue Jay, CA 92317 ("District") and _____ ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain consulting services required by the District on the terms and conditions set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant agrees to furnish all materials and equipment necessary to perform the foregoing services.

The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to _____, unless earlier terminated as provided herein.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: _____.

3.2.5 District's Representative. The District hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to cooperate with District staff in the performance of Services and shall be available to District's staff, Consultants and other staff at all reasonable times, specifically Monday – Friday 8:00 am – 5:00 pm. The telephone number for Consultant is _____.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Business License, and that such licenses and approvals shall be maintained

throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-Consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance as required.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by

the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials,

officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly invoice at the end of each month and the District shall make payment within 20 days of receipt.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total

compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District will require that Consultant surrender all District keys issued to Consultant on or before last date of services.

3.4.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: _____

District: Lake Arrowhead Community Services District, PO Box 700, Lake Arrowhead, CA 92352.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.3 Ownership of Materials and Confidentiality.

3.5.3.2 Confidentiality. All District documentation, files and the like shall be kept confidential.

3.4.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.4.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.4.6 Indemnification. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, Consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.4.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.4.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

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

3.4.10 District's Right to Employ Other Consultants. District reserves right to employ other Consultants in connection with this Project.

3.4.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.4.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.4.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.4.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.4.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.4.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.4.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.4.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance

in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.4.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5 Subcontracting.

3.5.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

LAKE ARROWHEAD COMMUNITY CONSULTANT
SERVICES DISTRICT

By: _____
Catherine Cerri
General Manager

By: _____
Name: _____
Title: _____