



**THREE VALLEYS MUNICIPAL WATER DISTRICT
REQUEST FOR PROPOSALS
GEOGRAPHIC INFORMATION SYSTEM (GIS) ENTERPRISE
EXPANSION PROJECT**

PROPOSAL DUE DATE: **5:00 pm on Wednesday, August 4, 2021**

1. INTRODUCTION

The THREE VALLEYS MUNICIPAL WATER DISTRICT (TVMWD or District) is requesting proposals from professional consulting firms for an enterprise expansion of its Geographic Information System (GIS). TVMWD plans to further develop and implement its existing GIS system into an enterprise system that can be expanded and improved to address the current and future needs of the District.

Three Valleys Municipal Water District is one of twenty-six-member agencies of the Metropolitan Water District of Southern California (MWD). The District is a public wholesale water purveyor that supplies supplemental potable water to its thirteen member-agencies within the Pomona, Walnut, and East San Gabriel Valleys along eastern Los Angeles County. TVMWD owns and operates the Miramar Water Treatment Plant (Miramar), a 25-million-gallon per day treatment facility located in the City of Claremont along with approximately 8 miles of large diameter transmission mains. The District's Miramar plant and transmission system delivers supplemental potable water to its thirteen-retail municipal, publicly and privately held water companies who supply drinking water to its retail customers in addition to imported water purchases from MWD to meet all drinking water needs within the District's service area.

2. BACKGROUND

TVMWD currently uses ArcGIS Online and recently decommissioned a proprietary GIS system. The existing technical limitations present a technology gap that limit the District from achieving strategic goals and objectives. The overall goal of the project is to implement a scalable, centralized, and customizable enterprise-wide GIS to support our existing and future requirements in a cost-efficient manner.

TVMWD conducted a data conversion in 2006-2007 timeframe into ArcGIS. Other assets have been installed since then and will require conversion: Fulton Reservoir, Miramar Pipeline Manways, Valves, Meters, SCADA Cabinets, groundwater

production wells, and other assets. The District has contracted with a GIS consultant to accomplish this data conversion task and updated the core GIS data layers upon which to build other GIS layers and applications. With this GIS data in place, TVMWD is seeking proposals to further develop its GIS data, improve asset data quality, enhance workflows, and increase enterprise accessibility to GIS information.

3. PROPOSAL OBJECTIVES

TVMWD is in the early stages of our GIS program. The approach is to setup a solid foundation by focusing on:

- data development and quality,
- establishing best practices,
- staff training,
- increasing user adoption,
- introducing low-risk/high-reward workflows,
- enabling the District to pursue future initiatives that are dependent on GIS.

The main objectives of this project are as follows:

1. Expand the existing GIS capabilities to an enterprise-wide system to support current and future goals.
2. Centralize disparate GIS data into a single source of truth relational database designed with an industry standard asset information model.
3. Maintain the most up-to-date, accurate, and high-quality asset infrastructure data by developing new workflows and applications to view, edit, update, remove, and collect GIS asset infrastructure data in an operationally efficient and effective manner.
4. Provide staff focused training with GIS tools to maximize benefits of an enterprise GIS and enhance staff capabilities.

4. CURRENT SYSTEMS AND IT INFRASTRUCTURE

4.1 Geographic Information System

TVMWD currently uses ArcGIS Online with a Standard Feature Datastore to access data, web maps, and conduct basic analysis. Future TVMWD goals provide an opportunity to integrate systems with GIS and enhance reporting capabilities to make informed, data-driven business decisions.

Table 1 - Current ArcGIS Online Members

User Department	User Type	Role
Information Technology	GIS Professional Basic	Administrator
Administration	Viewer	Viewer
Engineering	Creator	Viewer
Engineering	Viewer	Viewer
Operations	Viewer	Data Editor
Operations	Viewer	Viewer
Operations	Field Worker	Data Editor

GIS Data

One of TVMWD’s GIS data sources is from a recently decommissioned proprietary GIS export. It contains the most up-to-date asset infrastructure data. The geodatabase is stored in Microsoft Access format and contains 257 tables with 626,827 records. This data is identified in the Scope of Work to migrate into the proposed geodatabase and can be available for review by contacting Robert Peng at rpeng@tvmwd.com.

TVMWD currently has an ArcGIS Online subscription with a Standard Feature Datasore.

Table 2 – Asset Objects in ArcGIS Online

Dataset - Object	Objects
Reservoir	3
Booster Station	12
Hydro Station	2
Lateral Line – Air Release	83
Lateral Line - Blowoff	28
Lateral Line – Commercial	9
Lateral Line – Sampling	14
Main Line - Distribution	235
Main Line - Transmission	395
Casing	3
Easement	3
Water Structure – Booster Pump	1
Water Structure - Hydro	2
Water Structure – Meter Connection	14

Water Structure – Pump back Station	2
Water Structure – Reservoir	2
Water Structure - Vault	24

4.2 Enterprise Systems and Business Applications

Table 3 – Enterprise Systems Related to GIS

System	Product
Email	Exchange Online
Automatic Vehicle Location	Network Fleet
Supervisory Control and Data Acquisition (SCADA)	Contact Robert Peng at rpeng@tvmwd.com for vendor/product. Accessible data historian development in progress.
Hydraulic Modeling	Innovze InfoWater Software
Access and Identity	Active Directory, Azure AD
File Repositories	SharePoint Online

4.3 IT Infrastructure and Hardware

Servers

Windows-based servers are 100% virtualized with two physical hosts running on VMWare. TVMWD is also capable of provisioning servers hosted on Microsoft Azure and Amazon Web Service (AWS).

GNSS Receiver

TVMWD has a GPS Trimble R1 GNSS Receiver, pole mount, and receiver antenna to support data collection.

Devices

Mobile devices include Microsoft Surface Pros, iPads, and smart phones (iOS and Android).

5. FUTURE GOALS

The following list contains potential future TVMWD goals that are anticipated to interact or integrate with the proposed system. Consultants shall take these future goals into consideration in relation to future phases of TVMWD’s GIS program and identify any limitations or opportunities with their proposed solution:

- Asset Management System

- Digitize and enhance workflows
 - Work Orders
 - Preventative Maintenance
 - Reactive Maintenance
 - Meter Reading
 - Inspections
- Document Management System integration
- Financial Accounting System integration
- Emergency Response/Emergency Preparedness/Emergency Operations Center Enhancements
- SCADA Historian integration
- Advanced Metering Infrastructure integration
- Water Information System (Metropolitan Water District of Southern California) data integration
- Business Intelligence/Data Analytics

6. SCOPE OF WORK

6.1 Meetings

- Consultant will conduct a project kick-off meeting with TVMWD staff to discuss the approach, technical requirements, project schedule, existing GIS data, and other data sources that will integrate with GIS.
- Consultant will coordinate and conduct bi-weekly, or as needed, project status update meetings with TVMWD staff to discuss project schedule, open issues, completed tasks, backlog, action items, risks and mitigations, and changes to scope related to the project. Meeting agendas and notes shall be provided to TVMWD as deliverables.
- Consultant will coordinate and conduct planning meetings for all proposed workflows to understand TVMWD existing business processes, collect staff input, identify business and technical requirements, and provide new workflow recommendation(s) to implement.

6.2 System Implementation

- TVMWD will provision servers and related licensing based on a mutually agreed system architecture design. Consultant will install, configure, test, and deploy Esri ArcGIS 10.6.1 (minimum) for the following compute environments:

- **Development (on-premise)** – The primary purpose of the development environment is to test for changes and upgrades.
 - **Production (on-premise)** – This environment will contain the enterprise geodatabase and serve as the central repository of authoritative data.
 - **Production (cloud)** – This environment will include the District's ArcGIS online which is used to host public-facing maps and applications. It will also be used to securely serve maps and services to users outside of the District firewall.
- TVMWD will acquire Esri licenses for the project (“Exhibit B”). Consultant will download, install, configure, test, and deploy software and services.
- Migrate personal geodatabase to a SQL based Esri enterprise geodatabase. The Consultant shall develop detailed data conversion specifications, validation rules and load the data accurately in a single coordinate system without any data loss.
- Install, configure, test, and deploy the Innovyze InfoWater interface.
- Update digital aerial imagery sufficient to meet National Map Accuracy for the capture of features at 1” = 50’ scale. The maximum pixel resolution should be no greater than 6 inches. Provide the District a seamless mosaic if its service area and surrounding areas with a pixel resolution of 2 feet or less.

6.3 Applications and Workflows Implementation

- Optimize the Underground Service Alert (“DigAlert”) workflow with software capable of integrating DigAlert’s web service to enable Positive Response. Application will support responsive-design and is usable on both desktop browsers and mobile devices. Mobile app can be used as an alternative for a web browser on mobile devices. Additional requirements include a DigAlert monitoring dashboard, automated email notifications and visually representing the DigAlert ticket boundary on the interface.
- Develop a standardized workflow to convert and load AutoCAD files into the enterprise geodatabase. The workflow should allow TVMWD staff to define a spatial reference, add CAD data to a map, change display properties, and georeference CAD data.
- Develop a standardized workflow and application for redlining assets that have moved, changed, or added in the field. The application should be designed for mobile devices and work in both connected and disconnected (offline) modes. The TVMWD Trimble R1 GNSS receiver should be

incorporated into the workflow to capture location information when applicable. The workflow shall capture field observation, data collection, and commit changes to the geodatabase. Incorporate quality control and quality assurance methods to ensure high data quality.

- Document hyperlinking (As-builts, photos, link the pipe inspection videos by segments, etc.). This will allow field Operations Staff to access As-Builts, photos, and other types of data for specific assets while in the field on a mobile device in both disconnected and connected modes.

6.4 Services

Provide 40 hours of field data collection and/or field verification service to capture vertical assets at TVMWD water treatment plant and assets at two new well sites. Consultant will also provide hourly rates for field data collection and/or verification services.

6.5 Documentation

The Consultant will provide documentation for system architecture, system manuals, software licenses, user guides, workflow maps, training documents, video tutorials, maintenance plans, and any other documents related to the project.

6.6 Training

The Consultant will provide two (2) or more hours of comprehensive “on-the-job” training to impacted stakeholders for new software and implemented workflows to enable the proficient use of the proposed system.

6.7 Support (Optional)

Provide 1-year of general support for configuration and interface changes, end user support, software maintenance, and administration of the geodatabase.

7 PROPOSAL REQUIREMENTS AND INFORMATION

7.1 Proposal Requirements

- Cover Letter
 - The Consultant’s legal name, address, telephone number, e-mail address, and the principal contact person.

- Any qualifying statements or comments regarding the Consultant's proposal, including proof of the Consultant's capabilities to meet the DWR (Department of Water Resources) Guidebook; and
 - Statement indicating the validity of the proposal for a minimum period of 90 calendar days after the proposal due date.
- Statement of Experience and Qualifications
 - Provide an organization chart of the proposed team for the project, including resumes for key personnel with their roles and responsibilities. At a minimum, identify the project manager to work on this project.
 - Provide information on at least three (3) similar projects completed in the last seven (7) years. For each project, describe the project by name, type, location, year completed, and contact information. Project references should list contact name, telephone number, and email address.
 - Provide additional relevant information that demonstrates the team's qualifications.
- Project Schedule
 - Provide a project schedule showing the time required to complete the scope of work. The schedule should include tasks, milestones, and dependencies.
- Project Understanding and Approach
 - Describe your understanding and approach of the project objectives and address your approach to the major elements outlined in the scope of work. You may include additional tasks that may add value to the project.
 - Provide a high-level system architecture design of servers, desktops/devices, applications, web portals, services, data, and other technology to support an enterprise implementation framework. The system architecture design should be able to meet the District's existing business needs and be scalable to meet future business needs identified as Future Goals in Section 5.
- Cost Proposal
 - Submit a detailed cost proposal of all services, licenses, labor, and materials anticipated in completing the scope of work.
 - The cost submittal should indicate the number of anticipated hours by the Project Manager and key project personnel. The estimated level of hours for other staff can be summarized in general categories.

- The cost proposal should include the names, title, hourly rates, overhead factors along with any other details by which the overall project element costs have been derived.
- Objections to Professional Services Agreement

Objections shall be submitted in writing with justification clearly stated. Any Consultant with objections to the terms contained in the District’s Professional Services Agreement (“Exhibit A”) must advise the District of such objections and requested modifications as part of its Technical proposal. Failure of a proposer to accept the terms of the District’s Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective Consultant to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the District will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The District may recover any damages accruing to the District as a result of the successful Consultant’s failure or refusal to execute the District’s Professional Services Agreement.

7.2 Proposal Submittal

The District requests that the proposals be submitted electronically (email) to Robert Peng at rpeng@tvmwd.com on or before 5:00 p.m. on August 4, 2021. All proposal components must be received by the deadline. Late proposals will not be accepted. The official and determining time of proposal submission shall be according to the timestamp that indicates receipt of the proposal submission in Mr. Peng’s email inbox. It is the proposer’s sole responsibility to see that its proposal is received by the deadline.

7.3 Anticipated Schedule

RFP Event	Date - Time
RFP Issued	July 1, 2021
Deadline for Clarifications/Questions	July 21, 2021
Answers to Questions Provided	July 28, 2021
Deadline for Proposal Submittal	August 4, 2021 5:00 PM
Finalists Notified	August 12, 2021
Finalists Presentations/Interviews	August 25, 2021
Complete Proposal Evaluations	September 8, 2021
Contract Award	September 15, 2021

8 SELECTION CRITERIA

The District is seeking the most responsive and best qualified Consultant to collaborate with the District and successfully implement an enterprise GIS relative to the District's needs. District staff will convene a Selection Team to evaluate each proposal for completeness and content. Each proposal will be evaluated based upon the criteria listed below. Failure to submit a proposal that does not adhere to all the requirements of the RFP shall result in disqualification. The proposal evaluation will focus on the following criteria:

- Experience and Qualifications
- Project Understanding and Approach
- System Architecture Design
- Costs
- Schedule
- Presentation/Interview

TVMWD will select the consultant based on the merits of the proposal including criteria listed above. At least three current references should be provided for relevant work. Depending on the number of proposals received, TVMWD may elect to invite selected firms to give a brief presentation of its proposal and answer questions at TVMWD headquarters. Upon final review, TVMWD staff will recommend a final selection to its Board of Directors. Award of contract for this project is anticipated on September 15, 2021.

TVMWD will select the proposal(s) that best meet its needs and no one criteria will be determinative. TVMWD may conduct oral interviews, which may be scheduled after initial review and ranking of the proposals. Consultant selection for the short list shall be done in writing. Contract negotiation will commence following the selection oral interviews and TVMWD Board of Directors approval of selected Consultant.

9 TERMS AND CONDITIONS

9.1 Professional Services Agreement

The District will identify the firm that best meets the needs of the District and enter contract negotiations with that highest ranked firm. Should the District fail to reach an agreement with the top ranked firm, the District may enter negotiations with the next highest rated firm and so on. District staff will make recommendations to the Board for the award of the Professional Services Agreement to the firm the best

further the District's objectives. The successful Consultant will be expected to execute the attached Professional Services Agreements ("Exhibit A") by September 22, 2021.

9.2 Insurance Requirements

The successful Consultant shall secure all insurance required under the Professional Services Agreement, and provide any necessary documentation to the District, by September 22, 2021 if an award is made.

9.3 Acceptance or Rejection of Proposal

The District reserves the right to accept or reject any and all proposals. The District also reserves the right to waive any informality or irregularity in any proposal or in the bidding as deemed to be in its best interest. Additionally, the District may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The District shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The District reserves the right to negotiate project deliverables and associated costs.

9.4 Gratuities

No person will offer, give, or agree to give any District employee, its representative, or participating member agency any gratuity, discount or offer of employment in connection with the award of contract by the District. No District employee or its representative will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a District contract.

9.5 Equal Opportunity Clause

Contractors shall ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will be required. The District hereby ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

9.6 Equal Opportunity Employment Compliance

Proposer certifies that it has sought out and considered minority business enterprises for those portions of the work to be subcontracted and has fully documented such actions that said documentation is open to inspection, and that said action will remain in effect for the life of any contract awarded hereunder. Furthermore, Proposer certifies that all steps will be taken to meet all equal employment opportunity requirements of the contract documents. Proposer certifies that in all previous contracts or subcontracts, all reports which may have been due

under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

9.7 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. Any company submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provision, and requirements set forth, contemplated, and referred to in the RFP, and other contract documents, and to full compliance therewith.

9.8 Proposal Preparation Costs

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

9.9 Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request electronically (email), signed by an authorized representative, to the RFP Coordinator identified in Section 7. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

9.10 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

9.11 Incorrect Proposal Information

If the District determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known as materially incorrect, the proposal will be determined non-responsive, and the proposal will be rejected.

9.12 Discrepancies and Misunderstandings

Contractors and consultants must satisfy themselves by personal examination of the work site, specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No contractor or consultant will at any time after submission of a proposal make any claim or assertion that there

was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of the District of will be clarified by the District in writing to all proposers prior to the submission of proposals.

9.13 Proposer Interested in More than One Proposal

No person, firm, or corporation will be allowed to make or file, or be interested in more than one proposal for the same work unless alternate bids are specifically called for. No proposal will be accepted from a consultant who has not been licensed in accordance with the provisions of the State Business and Professional Code.

9.14 Non-Collusions Affidavit

Proposer declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the District is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN THREE VALLEYS MUNICIPAL WATER DISTRICT AND

This Professional Services Agreement ("AGREEMENT") is made and entered into this ___ day of _____ 20__ ("EFFECTIVE DATE"), by and between Three Valleys Municipal Water District, a municipal water district organized and operating pursuant to California Water Code Section 71000 et seq. (hereinafter referred to as "DISTRICT") and _____, (hereinafter referred to as "CONSULTANT"). DISTRICT and CONSULTANT are sometimes individually referred to as "PARTY" and collectively as "PARTIES" in this AGREEMENT.

RECITALS

WHEREAS, DISTRICT desires to contract with CONSULTANT as an independent contractor to provide services for _____; and

WHEREAS, CONSULTANT represents that it is duly licensed, qualified and capable to perform such services by virtue of its experience and the training, education and expertise of its principals and employees, and that CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed for herein; and

WHEREAS, DISTRICT desires to retain CONSULTANT and CONSULTANT desires to serve the DISTRICT to perform the services described herein in accordance with the terms and conditions of this AGREEMENT.

COVENANTS

NOW, therefore, in consideration of the faithful performance of the terms and conditions set forth herein, the PARTIES hereto agree as follows:

ARTICLE I SERVICES OF CONSULTANT

1.1 SCOPE OF SERVICES: The scope of services to be performed by the CONSULTANT under this AGREEMENT are described in Exhibit "A" attached hereto and incorporated herein by this reference ("PROJECT"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances. DISTRICT may request, in writing, changes in the PROJECT services to be performed. Any changes mutually agreed upon by the PARTIES, and any increase or decrease in compensation, shall be incorporated by written amendments to this AGREEMENT.

1.2 PREVAILING WAGES: CONSULTANT shall comply with all applicable provisions of labor law relating to employment for the performance of service on the PROJECT. In accordance with the provisions of the California Labor Code, CONSULTANT shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONSULTANT shall pay not less than the prevailing rate of per diem

wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONSULTANT shall post a copy of such determination at each job site. If applicable, CONSULTANT shall forfeit to the DISTRICT the amount of the penalty set forth in California Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONSULTANT or by any subcontractor.

ARTICLE II ENGAGEMENT OF CONSULTANT AND AUTHORIZATION TO PROCEED

2.1 **ENGAGEMENT:** The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the services described in Section 1.1 of this AGREEMENT.

2.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with the work described in Section 1.1 of this AGREEMENT will be granted in writing by the DISTRICT as soon as both PARTIES sign this AGREEMENT and all applicable insurance and security documents required pursuant to Section 6.5 of this AGREEMENT are received and approved by the DISTRICT. CONSULTANT shall not proceed with said work until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

2.3 **INDEPENDENT CONTRACTOR:** The PROJECT services to be performed by CONSULTANT under this AGREEMENT are outside the usual course of the DISTRICT'S business. CONSULTANT is, and shall at all times remain as to DISTRICT, a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the DISTRICT. Neither DISTRICT nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT'S employees, except as set forth in this AGREEMENT. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of the DISTRICT.

No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, the DISTRICT shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for the DISTRICT. The DISTRICT shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

ARTICLE III RESPONSIBILITIES OF DISTRICT AND OF CONSULTANT

3.1 **DUTIES OF THE DISTRICT:** The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT'S performance of its obligations under this AGREEMENT that is reasonably available to the DISTRICT unless otherwise specified in PROJECT, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports,

information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to CONSULTANT by persons who are not employees of DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the entity who prepared the information for CONSULTANT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT will designate _____ as the person to act as the DISTRICT's representative with respect to the PROJECT services to be performed under this AGREEMENT. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the PROJECT, although such person will not control or direct CONSULTANT'S work.

3.3 DUTIES OF CONSULTANT: CONSULTANT shall perform PROJECT work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this AGREEMENT. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT'S review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

ARTICLE IV PAYMENTS TO CONSULTANT

4.1 PAYMENT: The DISTRICT will pay CONSULTANT for work performed under this AGREEMENT, which work can be verified by the DISTRICT, on the basis of the following:

During the term of this AGREEMENT, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set for in the PROJECT. The amount set forth in Section 4.3 of this AGREEMENT is the maximum compensation to which CONSULTANT may be entitled for the performance of services to complete the work for PROJECT, unless PROJECT or time to complete the work is changed by the DISTRICT in writing in advance of the work to be performed thereunder. Adjustments in the total payment amount shall only be allowed pursuant to Section 6.4 of this AGREEMENT. In no event shall CONSULTANT be entitled to compensation greater than the amount set forth in Section 4.3 of this AGREEMENT where changes in PROJECT or the time for performance are necessitated by the negligence of CONSULTANT or any subcontractor performing work on this PROJECT.

4.2 PAYMENT TO CONSULTANT: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete, and product and services are determined to be of sufficient quality by the DISTRICT. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If the DISTRICT

disputes any of CONSULTANT'S fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

4.3 ESTIMATED CHARGES: The total estimated charges for all work under this AGREEMENT are _____ and such amount is the cost ceiling described herein. The total estimated charges stated herein constitute the total amount agreed to.

4.4 COST FOR REWORK: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's negligent act or omission or otherwise due substantially to CONSULTANT'S fault.

ARTICLE V COMPLETION SCHEDULE

5.1 TASK TERM: The term of this AGREEMENT shall begin on the EFFECTIVE DATE, and shall continue until _____, unless this AGREEMENT is earlier terminated pursuant to the provisions of section 6.8 below. Notwithstanding the above, the provisions of Sections 1.2, 2.3, 3.3, 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this AGREEMENT.

5.2 TASK SCHEDULE: The work is anticipated to be completed in accordance with Exhibit "A" as agreed upon by DISTRICT and CONSULTANT at the time that a Notice to Proceed is issued by DISTRICT.

5.3 TIME OF ESSENCE: CONSULTANT shall perform all services required by this AGREEMENT in a prompt, timely, and professional manner in accordance with the agreed upon schedule. Time is of the essence in this AGREEMENT.

ARTICLE VI GENERAL PROVISIONS

6.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 SUBCONTRACTORS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONSULTANT if not identified as a subcontractor to PROJECT unless prior written approval is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this AGREEMENT. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this AGREEMENT shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this AGREEMENT that are

applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 OWNERSHIP OF DOCUMENTS: Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("WRITTEN PRODUCTS") pursuant to this AGREEMENT shall become the sole property of the DISTRICT without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the DISTRICT without the permission of the CONSULTANT. With respect to computer files containing data generated for the work, CONSULTANT shall make available to the DISTRICT, upon reasonable written request by the DISTRICT, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. CONSULTANT may take and retain copies of WRITTEN PRODUCTS as desired, but WRITTEN PRODUCTS shall not be the subject of a copyright application by CONSULTANT.

6.4 INDEMNIFICATION:

A. Indemnity for Professional Services: To the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, protect, indemnify and hold harmless DISTRICT and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those DISTRICT agents serving as independent contractors in the role of DISTRICT officials (collectively "INDEMNITEES"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney's fees and costs of defense, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

It is the intent of the PARTIES to this AGREEMENT that the defense, indemnity and hold harmless obligation of CONSULTANT under this AGREEMENT shall be as broad and inclusive as may be allowed under California Civil Code §2778 through §2784.5, or other similar state or federal law.

B. Other Indemnities:

1) Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, defend, hold harmless and indemnify the INDEMNITEES from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages, in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this AGREEMENT, including the INDEMNITEES' active or passive negligence, except for claims arising from the sole negligence or willful misconduct of

the INDEMNITEES, as determined by final arbitration or court decision or by the agreement of the PARTIES. CONSULTANT shall defend the INDEMNITEES in any action or actions filed in connection with any claim with counsel of the INDEMNITEES' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the INDEMNITEES for any and all legal expenses and costs incurred by the INDEMNITEES in connection therewith.

2) CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this AGREEMENT and indemnify and hold DISTRICT harmless from any and all taxes, assessments, penalties, and interest asserted against DISTRICT by reason of the independent contractor relationship created by this AGREEMENT. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT shall indemnify and hold DISTRICT harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. DISTRICT may offset against the amount of any fees due to CONSULTANT under this AGREEMENT any amount due to DISTRICT from CONSULTANT as a result of CONSULTANT's failure to promptly pay to DISTRICT any reimbursement or indemnification arising under this Subparagraph.

3) CONSULTANT shall obtain executed indemnity agreements provisions identical to those in this Section 6.4 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. If CONSULTANT fails to obtain such indemnities, CONSULTANT shall be fully responsible and indemnify, hold harmless and defend the INDEMNITEES from and against any and all claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONSULTANT's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT's subcontractor shall bear the legal liability thereof) in the performance of this AGREEMENT, including the INDEMNITEES' active or passive negligence, except for claims arising from the sole negligence or willful misconduct of the INDEMNITEES, as determined by final arbitration or court decision or by the agreement of the PARTIES.

C. Workers' Compensation Acts not Limiting: CONSULTANT's obligations under this Section 6.4, or any other provision of this AGREEMENT, shall not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to DISTRICT, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting: DISTRICT does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this AGREEMENT. This hold harmless and indemnification provisions in this Section 6.4 shall apply regardless of whether or not any insurance policies are determined to be applicable to the liability, claim, tax, assessment, penalty or interest asserted against DISTRICT.

E. Survival of Terms: The indemnification in this Section 6.4 shall survive the expiration or termination of this AGREEMENT.

6.5 INSURANCE:

A. Minimum Scope and Limits of Insurance: CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of PROJECT by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this AGREEMENT, at the sole discretion of the DISTRICT.

1. Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance, as required by the State of California, with Statutory Limits and Employers' Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease. This insurance shall also waive all right to subrogation against the DISTRICT, its Board of Directors, officers, employees, representatives, and guests.

2. General Liability: CONSULTANT shall maintain Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least \$2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. DISTRICT shall be named as an additional insured.

3. Automobile Liability: CONSULTANT shall maintain Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of \$1,000,000 for bodily injury and property damage each accident. This insurance shall have an endorsement naming the DISTRICT as an additional insured.

4. Professional Liability: CONSULTANT shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by CONSULTANT in the course of work performed for the DISTRICT under this AGREEMENT. This insurance shall include coverage for liability assumed under this AGREEMENT when CONSULTANT's wrongful acts, errors, or omissions cause such liability. The limit for this insurance shall be not less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate.

B. Acceptability of Insurers: The insurance policies required under this Section 6.5 shall be issued by an insurer admitted to write insurance in the State of California with a rating of AA:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 6.5.

C. Primary and Non-Contributing: The insurance policies required under this Section 6.5 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to DISTRICT. Any insurance or self-insurance maintained by DISTRICT, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

D. Consultant's Waiver of Subrogation: The insurance policies required under this Section 6.5 shall not prohibit CONSULTANT and CONSULTANT's employees, agents or subcontractors from waiving the right to subrogation prior to loss. CONSULTANT hereby waives all rights of subrogation against DISTRICT.

E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be approved by DISTRICT. At DISTRICT's option, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to DISTRICT, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

F. Cancellations or Modifications to Coverage: CONSULTANT shall not cancel, reduce or otherwise modify the insurance policies required by this Section 6.5 during the term of this AGREEMENT. The commercial general and automobile liability policies required under this AGREEMENT shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to DISTRICT. If any insurance policy required under this Section 6.5 is canceled or reduced in coverage or limits, CONSULTANT shall, within two (2) business days of notice from the insurer, phone, fax or notify DISTRICT via certified mail, return receipt requested, of the cancellation of or changes to the policy.

G. District Remedy for Noncompliance: If CONSULTANT does not maintain the policies of insurance required under this Section 6.5 in full force and effect during the term of this AGREEMENT, or in the event any of CONSULTANT's policies do not comply with the requirements under this Section 6.5, DISTRICT may either immediately terminate this AGREEMENT or, if insurance is available at a reasonable cost, DISTRICT may, but has no duty to, take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon. CONSULTANT shall promptly reimburse DISTRICT for any premium paid by DISTRICT or DISTRICT may withhold amounts sufficient to pay the premiums from payments due to CONSULTANT.

H. Evidence of Insurance: Prior to the performance of services under this AGREEMENT, CONSULTANT shall furnish DISTRICT representative with a certificate or certificates of insurance and all original endorsements demonstrating the DISTRICT as additionally insured, evidencing and effecting the coverages required under this Section 6.5. The endorsements are subject to DISTRICT's approval. CONSULTANT may provide complete, certified copies of all required insurance policies to DISTRICT. CONSULTANT shall maintain current endorsements on file with DISTRICT's representative. CONSULTANT shall provide proof to DISTRICT representative that insurance policies expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

I. Indemnity Requirement not Limiting: Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duty to indemnify DISTRICT under Section 6.4 of this AGREEMENT.

J. Subcontractor Insurance Requirements: CONSULTANT shall require each of its subcontractors that perform services under this AGREEMENT to maintain insurance coverage that meets all of the requirements of this Section 6.5.

K. Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this AGREEMENT that would affect the coverage afforded under the policies to the DISTRICT.

L. Broader Coverage/Higher Limits: If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and

shall be entitled to the broader coverage and/or higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

6.6 MUTUAL COOPERATION

A. District's Cooperation: DISTRICT shall provide CONSULTANT with all pertinent data, documents and other requested information as is reasonably available for CONSULTANT's proper performance of the services required under this AGREEMENT.

B. Consultant's Cooperation: In the event any claim or action is brought against the DISTRICT relating to CONSULTANT's performance or services rendered under this AGREEMENT, CONSULTANT shall render any reasonable assistance that DISTRICT requires.

6.7 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONSULTANT for PROJECT shall be furnished to and become the property of the DISTRICT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this AGREEMENT.

6.8 TERMINATION OR SUSPENSION OF AGREEMENT

A. If the engagement of CONSULTANT is not extended by the mutual written consent of the DISTRICT and CONSULTANT, then this AGREEMENT shall expire on the latest date set forth in the schedule contained in the Scope of Services for completion of tasks for the PROJECT.

B. Notwithstanding the above, the DISTRICT may terminate this AGREEMENT or abandon any portion of the PROJECT by giving ten (10) days written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this AGREEMENT upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this AGREEMENT through no fault of the CONSULTANT.

C. In the event of termination of this AGREEMENT or abandonment of any portion of the PROJECT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the PROJECT, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the AGREEMENT prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this AGREEMENT.

6.9 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information,

sexual orientation or other basis prohibited by law. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

6.10 PROHIBITION OF ASSIGNMENT AND DELEGATION: CONSULTANT shall not assign any of its rights or delegate any of its duties under this AGREEMENT, either in whole or in part, without DISTRICT's prior written consent. DISTRICT's consent to an assignment of rights under this AGREEMENT shall not release CONSULTANT from any of its obligations or alter any of its primary obligations to be performed under this AGREEMENT. Any attempted assignment or delegation in violation of this section shall be void and of no effect and shall entitle DISTRICT to terminate this AGREEMENT. As used in this section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this AGREEMENT to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

6.11 NO THIRD PARTY BENEFICIARIES INTENDED: Except as otherwise provided in Section 6.4, this AGREEMENT is made solely for the benefit of the PARTIES to this AGREEMENT and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this AGREEMENT.

6.12 WAIVER: No delay or omission to exercise any right, power or remedy accruing to DISTRICT under this AGREEMENT shall impair any right, power or remedy of DISTRICT, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this AGREEMENT shall be (1) effective unless it is in writing and signed by PARTY making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

6.13 ENTIRE AGREEMENT: This AGREEMENT and all exhibits referred to in this AGREEMENT constitute the final, complete and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT and supersede all other prior or contemporaneous oral or written understandings and agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty except those expressly set forth in this AGREEMENT.

6.14 HEADINGS: Article and Section headings in this AGREEMENT are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this AGREEMENT.

6.15 AMENDMENT OF AGREEMENT: This AGREEMENT may be amended only by a writing signed by both PARTIES. The DISTRICT representative is authorized to sign an amendment to this AGREEMENT on the DISTRICT's behalf to make the following non-substantive modifications to the AGREEMENT: (a) name changes; (b) extensions of time; (c) non-monetary changes in PROJECT; and (d) termination of this AGREEMENT.

6.16 GOVERNING LAW AND CHOICE OF FORUM: This AGREEMENT, and any dispute arising from the relationship between the PARTIES to this AGREEMENT, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting PARTY shall not be applied in interpreting this AGREEMENT. Any dispute that arises under or relates to this AGREEMENT (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the DISTRICT.

6.17 ATTORNEYS' FEES: In any litigation or other proceeding by which a PARTY seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing PARTY shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

6.18 SEVERABILITY: If a court of competent jurisdiction holds any provision of this AGREEMENT to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this AGREEMENT shall not be affected and continue in full force and effect.

6.19 SAFETY: CONSULTANT shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements. CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to PROJECT site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.5 of this AGREEMENT. CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at PROJECT site and making it available to the DISTRICT.

6.20 USE OF NAMES: CONSULTANT shall not employ or use the name of the DISTRICT in any promotional materials, advertising, or in any other manner without prior express written permission of the DISTRICT.

6.21 NOTICES: All notices to either PARTY by the other shall be made in writing and delivered or mailed to such PARTY at their respective addresses as follows, or to other such address as either PARTY may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT:
Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, CA 91711

Attn: General Manager

To CONSULTANT:

Name
Street
City, ST, Zip
Attn:

6.22 AUTHORITY TO EXECUTE AGREEMENT: The individuals executing this AGREEMENT represent and warrant that they have the legal capacity and authority to sign this AGREEMENT on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date opposite their respective signatures.

By:

(Print Name and Title)

_____ Date

By:

_____ Matthew H. Litchfield
General Manager

_____ Date

EXHIBIT B



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 6/25/2020 To: 12/22/2020

Quotation # Q-418241

Date: September 23, 2020

Customer # 360070 Contract #

Three Valleys Municipal Water District
 Administration
 1021 E Miramar Ave
 Claremont, CA 91711-2052

ATTENTION: Robert Peng
 PHONE: 909-621-5568
 EMAIL: rpeng@tvmwd.com

Material	Qty	Term	Unit Price	Total
168088	1	Year 1	\$10,000.00	\$10,000.00
Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement				
168088	1	Year 2	\$10,000.00	\$10,000.00
Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement				
168088	1	Year 3	\$10,000.00	\$10,000.00
Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement				
			Subtotal:	\$30,000.00
			Sales Tax:	\$0.00
			Estimated Shipping and Handling (2 Day Delivery):	\$0.00
			Contract Price Adjust:	\$0.00
			Total:	\$30,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Suzanne Timani	Email: stimani@esri.com	Phone: (909) 793-2853 x1627
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esri/sites/media/legal/product-specific-terms-of-use/e300.pdf, and four applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAFS apply to four purchase of that item. Federal government entities and government prime contractors authorized under FAR 61.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

TIMANIS This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 SMALL UTILITY
 (E215-1)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) Esri CityEngine Single Use Licenses
 10 ArcGIS Online Viewers
 10 ArcGIS Online Creators
 5,000 ArcGIS Online Service Credits
 10 ArcGIS Enterprise Creators
 2 Insights in ArcGIS Enterprise
 2 Insights in ArcGIS Online
 5 Tracker for ArcGIS Enterprise
 5 Tracker for ArcGIS Online
 10 ArcGIS Utility Network User Type Extensions (Enterprise)
 1 Business Analyst Web App

OTHER BENEFITS

Number of Esri User Conference Registrations provided annually	1
Number of Tier 1 Help Desk Individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.