



Setting Standards of
Excellence in Public Service

Administration Office
7811 University Avenue
La Mesa, California 91942-0427

619-466-0585
helix@helixwater.org
hwd.com

August 12, 2020

Subject: Request for Proposal for Lake Jennings Campground Improvement Project CIP20009

Dear

Helix Water District is requesting a proposal to provide professional services for the Lake Jennings campground improvement project. A select group of firms have been invited to respond to this request. Please refer to the attachment for detailed proposal requirements and respond to this request for proposal by 5 p.m. on September 9, 2020.

If you have any questions regarding this request, please contact me via email at aneld.anub@helixwater.org or by phone at (619) 667-6273.

Sincerely,

Aneld A. Anub, P.E.
Project Manager

Enclosure

cc: Kira Haley, Michelle Berens, Milica Schipper, Brian Olney, Jim Tomasulo, Tim Ross - HWD

Board of Directors
Mark Gracyk, President
DeAna R. Verbeke, Vice President
Daniel H. McMillan, Division 1
Kathleen Coates Hedberg, Division 4
Joel A. Scalzitti, Division 5



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**Request for Proposals for
Professional Engineering Services
for**

Lake Jennings Campground Improvement Project CIP20009

INTRODUCTION

Helix Water District (District) is requesting proposals to provide evaluation, predesign and design engineering/architectural (Consultant) services for the Lake Jennings Campground Improvement Project CIP20009.

This request for proposals describes the project, the required scope of services, the proposal submittal requirements and the Consultant selection process. Failure to submit the information in accordance with the requirements of this RFP and its associated procedures may be a cause for disqualification.

PROJECT BACKGROUND AND DESCRIPTION

Lake Jennings is located at 9535 Harritt Road in Lakeside, California, directly across the street from Helix Water District's R.M. Levy Water Treatment Plant that is located at 9550 Lake Jennings Park Road (see location map on **Figure-1**).

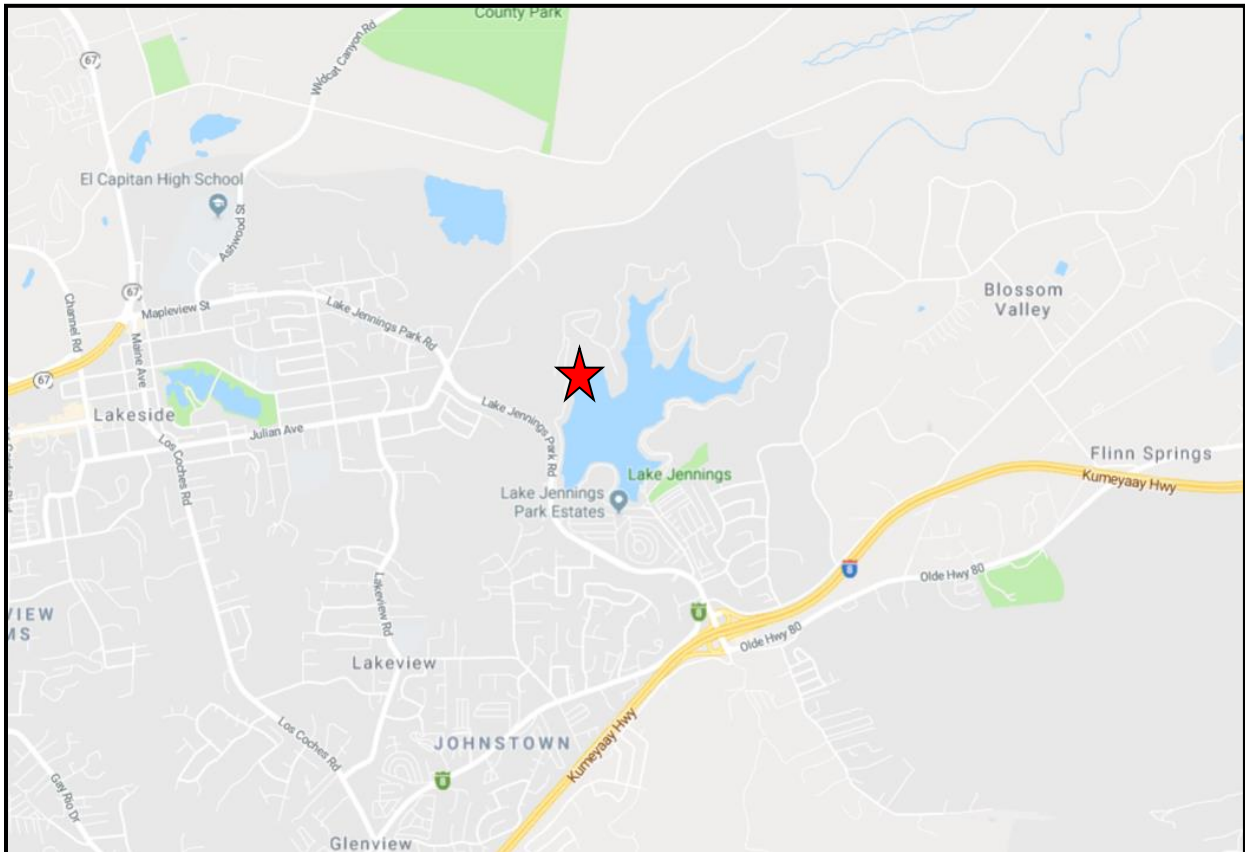
The District owns and operates Lake Jennings and the surrounding property that has been developed for recreational purposes. Current facilities include a 96-site campground (constructed in 1966, see **Figure-2**) in addition to day-use picnicking, hiking, fishing, boat launch and boat/kayak rental activities. The campground was constructed in 1965 as part of the establishment of Lake Jennings. The San Diego County Parks Department operated the campground from 1966 to 2008. The District took over the campground from the San Diego County Parks Department in 2008.

The park would like to upgrade aging and outdated campground infrastructure and add additional features to existing campsites. The campground infrastructure project will evaluate the feasibility, economic cost analysis, predesign, and design for the upgrade of campground infrastructure to include but not limited to: water, sewer, and electric facilities, telecom, pavement improvements, site grading and landscaping. The campground infrastructure improvement evaluation and design will include preparation of reports, plans and specifications by a consultant. The 96-site campground is currently composed of the following:

- Thirty-five campsites that have full (water, sewer and electrical) hookups

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- Seventeen campsites that have partial hookups (water and electric only)
- Forty-four campsites that have water hookup only
- Three general use restroom/shower facilities
- One playground area
- One campground office building (converted caretaker residence)
- One multi-use indoor pavilion
- One group campsite area including covered gazebo



**FIGURE 1 – LOCATION MAP
Lake Jennings Campground
Lakeside, CA 92040**



Figure 2 – Lake Jennings Campground

SCOPE OF REQUIRED SERVICES

The District intends to contract for the services of a consultant firm to provide the professional services described below in two phases. Phase 1 will be the predesign, evaluation, economic cost analysis and up to 30 percent design of the campground infrastructure. Phase 2 will be the final economic cost analysis and completion of the 100 percent design from the 30 percent design established in Phase 1.

PHASE 1

The scope of the services required includes review of the District's basis of design concept to provide an evaluation of the existing campground infrastructure, development and analysis of possible improvement alternatives, predesign, economic cost analysis of the proposed alternative and selected project enhancements, and 30 percent design for the proposed alternative containing the following key elements:

1. Identification and economic analysis of improvements requiring replacement to maintain and enhance current campground level of service, focused on maximizing revenue capture and camper satisfaction, including:
 - a. Replacement/upgrade of all infrastructure that has reached or exceeded the end of its useful life
 - b. Addition of new sites within the existing campground footprint
 - c. Increasing the number of full hookup sites
 - d. Providing upgrades and amenities in alignment with the current trends in camping and outdoor recreation
2. Identification and economic analysis of value added design alternatives to expand existing campground level of service, utilizing Consultant's expertise and experience, including ideas that:
 - a. Improve revenue generation and capture
 - b. Decrease capital and operating expenses
 - c. Improve customer satisfaction and improve overall camping experience
 - d. Provide expanded functional benefits
3. Identification and economic analysis of design alternatives that provide future functionality to expand the existing campground beyond the existing footprint to maximize revenue generation, including permitting impacts.
4. Development of construction phasing plan that minimizes service impacts and maximizes revenue capture.
5. Assessment and cost/benefit analysis of replacing or upgrading existing facilities and/or adding additional facilities/infrastructure including:
 - a. Water play feature
 - b. Energy sustainability element – wind, solar, etc.
6. Electrical improvements
 - a. Include metering capability at all sites

- b. Evaluate the use of solar power
 - c. Include capacity for future expansion of additional sites, if applicable
 - d. Repairs and/or replacements
7. Water improvements
- a. Replace services and laterals to each campsite
8. Sewer improvements
- a. Expanding gravity sewer to increase number of full hookup sites, where possible
 - b. Replace cast-iron pipeline segment over dam overflow
9. Roadway improvements
- a. Drive radius improvements
 - i. Group site circle
 - ii. Intersections
 - iii. Site access
 - iv. Tight areas
 - b. Finished surface improvements
 - i. Replace all existing pavement inside campground
 - ii. Evaluate campground access roadway from lake entrance to campground kiosk and provide improvement options
10. Campsite grading improvements
- a. Reconfiguring for accessibility and usability
11. Landscaping improvements
- a. Remove and replace all existing irrigation
 - b. Develop drought tolerant landscape plan, with an emphasis on providing shade for campers
12. Evaluate telecom improvements
- a. TV
 - i. AT&T
 - ii. Direct TV
 - b. Wi-Fi

13. Conduct a permit requirement evaluation based on proposed improvements
14. Perform economic feasibility evaluation
 - a. Construction cost estimate
 - b. Projected revenue
 - c. Available grant funding, the evaluation and list of available grant programs and requirements

15. DESIGN PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL

The Consultant will provide project management to ensure fulfillment of this scope within budget and schedule. Project management will include but not be limited to coordination of project team activities, preparation of workshop/meeting agendas and minutes, and management of budget and schedule. A brief project progress summary shall be submitted with invoices.

The Consultant is expected to provide continuous QA and QC of design activities, to include, as a minimum, procedures for checking design methods, calculations, plans, specifications and cost estimates. The selected Consultant is expected to submit, along with deliverables, copies of design calculations including documentation of computer generated calculations, where applicable. While the District is self-permitting and external permits are not anticipated to be required for this project, the District requires that all work shall comply with applicable laws, codes, and professional engineering, architectural, mechanical and industry standards, including Title 24.

With each deliverable, the Consultant shall provide written, signed certification that all work products have been reviewed for compliance with these QC requirements and the Consultant's internal QC procedures. The certification shall list, by design discipline, the QC reviewer(s) and the corresponding sign-off signatures. Before the first project deliverable, the Consultant shall submit a sample of their proposed QC certification form for review and approval by the District.

16. COORDINATION MEETINGS

It is anticipated that the Consultant will participate and lead five project meetings at the Helix Water District's Administration Office located at 7811 University Avenue in La Mesa, or by video conference at the discretion of the District. Agendas and meeting minutes will be prepared by the Consultant. The meetings will be as follows:

- a. Project Design Kickoff/On-Site Walk-Through Meeting - The kickoff meeting will serve to establish objectives, procedures and specific criteria for the various elements of the project. Coordination issues regarding the required scope and project commissioning will be discussed at this meeting. The walk-through will be

conducted to assist with the Consultant's evaluation and predesign. Questions or comments associated with the project will be addressed at this workshop.

- b. Predesign Alternative Selection Meeting - This workshop will be conducted following the District's review of the design alternative predesign submittal. District comments to the predesign submittal will be addressed at this workshop. The Consultant will provide recommendations and present alternatives. The District will provide input on the proposed alternatives and discuss a preferred alternative for 30 percent design development.
- c. Board of Directors Committee Meeting #1 - This workshop will be conducted following the District's review of the design alternative predesign submittal. The Consultant will provide recommendations and present alternatives to the District's board of directors. The board will provide input on the proposed alternatives and discuss a preferred alternative for 30 percent design development.
- d. 30 Percent Design Review Meeting - This workshop will be conducted following the District's review of the 30 percent design submittal. District comments to the design submittal will be addressed at this workshop. The Consultant will provide recommendations and present alternatives. The District will provide input on the 30 percent design and use the information to help decide whether to make a recommendation to progress the design to Phase 2.
- e. Board of Directors Committee Meeting #2 - This workshop will be conducted following the District's review of the 30 percent design submittal. The Consultant will provide recommendations and present alternatives to the District's board of directors. The board will provide input on the 30 percent design and use the information presented to decide whether to progress the design to Phase 2.

In addition to the above formal coordination meetings, it is anticipated that five informal coordination conferences between select consultant and District staff will be required to develop and refine the project scope and approach.

17. PREPARATION OF PLANS AND SPECIFICATIONS

Design plans and specifications for the Lake Jennings Campground improvement project will be prepared for the required design disciplines as described below. The scope of the design effort is based on the preparation of plans and specifications to a level of completion and detail suitable for conventional bid documents.

- a. General - Preparation of general drawings including site map, vicinity map, general note, legend, abbreviations, structural profiles, details and elevations. The Consultant will coordinate design with District staff.

- b. Design Responsibility - The Consultant shall follow appropriate architectural and engineering practices in designing projects and preparing design and construction documents. The Consultant is responsible for the design, checking, cross-checking, coordination and cross-referencing of the project documents. Any review undertaken by the District shall not eliminate, substitute for, or reduce the Consultant's responsibility for their work.
- c. Program Changes - The Consultant shall not make any change in the program requirements or scope of the project without written authorization from the District.
- d. Civil/Architectural/Structural/Electrical - Preparation of civil/architectural plan drawings including associated details, sections and notes. Site survey data will be provided by the Consultant and existing area and topographic layout, will be provided by the District. Design drawings will be to a standard scale or as determined by the District.
- e. Deliverables - At each intermediate design stage (Predesign, 30 percent), five sets of specifications, five sets of full size drawings, and five sets of half size drawings will be delivered to the District for review.

The 30 percent specifications and drawings shall be reviewed and approved by a professional engineer registered in the state of California in the appropriate field or a certified and licensed architect. The 30 percent design drawing submittal shall also include electronic files of the specifications in Microsoft Word 2013 format and electronic files of the drawings in AutoCAD 2018 or newer format. Specifications and drawings shall also be provided on Adobe Acrobat portable document format. Digital files shall be provided on optical disk(s) of a common type such as CD-ROM, DVD, etc.

18. DEVELOP CONSTRUCTION COST ESTIMATE

The Consultant will develop construction cost estimates as part of the improvement alternative selection process and 30 percent design submittal. The design of the project will be implemented to reflect the overall project budget, unless otherwise directed by the District.

19. SCHEDULE

Phase 1 of the Lake Jennings Campground improvement project shall be completed within 100 working days after the notice to proceed. It is anticipated that the notice to proceed will be no later than October 30, 2020. The District anticipates the project will proceed according to the following tentative schedule (subject to change):

<u>Activity</u>	<u>Date</u>
Notice to Proceed -----	October 30, 2020
Kickoff/ On-site Walk-through Meeting -----	November 6, 2020
Predesign Alternative Review Meeting -----	December 11, 2020
Board Presentation #1 -----	January 27, 2021
30 percent Design Review Meeting -----	March 3, 2021
Board Presentation #2 -----	March 24, 2021
Final 30 percent Design Submittal -----	April 7, 2021

PHASE 2

Phase 2 is the complete design of the proposed event center based on the approved 30 percent design from Phase 1. The Consultant shall not proceed with Phase 2 without written authorization from the District. The scope of the services required for Phase 2 includes the following key elements:

1. DESIGN PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL

The Consultant will provide project management to ensure fulfillment of this scope within budget and schedule. Project management will include but not be limited to coordination of project team activities, preparation of workshop/meeting agendas and minutes, and management of budget and schedule. A brief project progress summary shall be submitted with invoices.

The Consultant is expected to provide continuous QA and QC of design activities, to include, as a minimum, procedures for checking design methods, calculations, plans, specifications and cost estimates. The selected Consultant is expected to submit, along with deliverables, copies of design calculations including documentation of computer generated calculations, where applicable. While the District is self-permitting and external permits are not anticipated to be required for this project, the District requires that all work shall comply with applicable laws, codes, and professional engineering, architectural, mechanical and industry standards, including Title 24.

With each deliverable, the Consultant shall provide written, signed certification that all work products have been reviewed for compliance with these QC requirements and the Consultant’s internal QC procedures. The certification shall list, by design discipline, the QC reviewer(s) and the corresponding sign-off signatures. Before the first project deliverable, the Consultant shall submit a sample of their proposed QC certification form for review and approval by the District.

2. COORDINATION MEETINGS

It is anticipated that the Consultant will participate and lead four project meetings at the Helix Water District’s Administration Office located at 7811 University Avenue in La Mesa

or by video conference at the discretion of the District. Agendas and meeting minutes will be prepared by the Consultant. The meetings will be as follows:

- a. 60 Percent Design Review Meeting - This workshop will be conducted following the District's review of the 60 percent design submittal. District comments to the design submittal will be addressed at this workshop. The Consultant will provide a review of the critical design elements and the District will provide input for the Consultant's use in preparation of the 90 percent design submittal.
- b. 90 Percent Design Review Meeting - This workshop will be conducted following the District's review of the 90 percent design submittal. District comments to the design submittal will be addressed at this workshop. The Consultant will provide a review of the critical design elements and the District will provide input for the Consultant's use in preparation of the 100 percent design submittal.
- c. 100 Percent Design/Final Review Meeting - This workshop will be conducted following the District's review of the 100 percent design submittal. District comments to the design submittal will be addressed at this workshop. The Consultant will provide a review of the critical design elements and the District will provide input for the Consultant's use in preparation of the final design submittal.
- d. Board of Directors Committee Meeting #4 - This workshop will be conducted following the District's review of the 100 percent design submittal. The Consultant will present the 100 percent design to the District's board of directors and receive input for the Consultant to use in the preparation of the final approved design.

In addition to the above formal coordination meetings, it is anticipated that three informal coordination conferences between select consultant and District staff will be required to develop and refine the project scope and approach.

3. PREPARATION OF PLANS AND SPECIFICATIONS

Design plans and specifications for the Lake Jennings Campground improvement project will be prepared for the required design disciplines as described below. The scope of the design effort is based on the preparation of plans and specifications to a level of completion and detail suitable for conventional bid documents. There will be two intermediate design submittals, one at 60 percent completion and one at 90 percent completion, and a final design submittal.

- a. General - Preparation of general drawings including site map, vicinity map, general note, legend, abbreviations, structural profiles, details and elevations. The Consultant will coordinate design with District staff.
- b. Design Responsibility - The Consultant shall follow appropriate architectural and engineering practices in designing projects and preparing design and construction

documents. The Consultant is responsible for the design, checking, cross-checking, coordination and cross-referencing of the project documents. Any review undertaken by the District shall not eliminate, substitute for, or reduce the Consultant's responsibility for their work.

- c. Program Changes - The Consultant shall not make any change in the program requirements or scope of the project without written authorization from the project manager.
- d. Civil/Architectural/Structural/Electrical - Preparation of civil/architectural plan drawings including associated details, sections and notes. Site survey data will be provided by the Consultant and existing area and topographic layout, will be provided by the District. Design drawings will be to a standard scale or as determined by the District.
- e. Deliverables - At each design stage (60 percent, 90 percent and 100 percent), five sets of specifications, five full size sets of drawings, and five sets of half size drawings will be delivered to the District for review.

At final design, one set of specifications, one set of half size drawings and one set of full size (22" x 34") original mylars shall be delivered to the District. The specifications and mylars shall be stamped and signed by a professional engineer registered in the state of California in the appropriate field and by a certified and licensed architect, if applicable. The final design submittal will also include electronic files of the specifications in Microsoft Word 2013 format and electronic files of the drawings in AutoCAD 2018 or newer format. Specifications and drawings shall also be provided on Adobe Acrobat portable document format. Digital files shall be provided on optical disk(s) of a common type such as CD-ROM, DVD, etc.

4. DEVELOP CONSTRUCTION COST ESTIMATE

The Consultant will develop a construction cost estimate as part of the 60 percent design, 90 percent design and final design submittals. The design of the project will be implemented to meet the overall project budget, unless otherwise directed by the District.

5. CONSTRUCTION PHASE SERVICES

The Consultant will provide construction phase services to include preconstruction support services, site visits, office engineering/architecture to include shop drawing reviews, request for information responses, development of design changes, evaluation of change orders, and preparation of record drawings. On-site project management, administration and inspection will be conducted by the District or its representative.

6. SCHEDULE

Phase 2 of the Lake Jennings Campground improvement project shall be completed within 100 working days after the District provides written notice to proceed. The District anticipates the Phase 2 design will be according to the following tentative schedule (subject to change):

<u>Activity</u>	<u>Date</u>
Notice to Proceed -----	TBD
Kickoff Workshop -----	TBD
60 Percent Design Submittal -----	TBD
90 Percent Design Submittal -----	TBD
100 Percent Design Submittal -----	TBD
Final Design Submittal -----	TBD

PROPOSAL REQUIREMENTS

Proposals shall be concise, well organized and shall demonstrate the responder’s qualifications and experience applicable to the project. The proposal shall have a maximum of 15 pages. Cover letter, dividers and resumes do not count as part of the 15-page limit. The proposal shall contain the following information:

1. IDENTIFICATION OF RESPONDER

The proposal shall include the following: the legal name and address of the company and the legal form of the company (whether it is a partnership, corporation, joint venture, etc.). If the company is a wholly owned subsidiary of a parent company, the parent company must be identified. Include the address of the office located within San Diego County, the number of years that the company has maintained an office in San Diego County, the number of employees in San Diego County, and the name, title, address and telephone number of the person to contact regarding the proposal.

2. BIDDER’S QUALIFICATIONS

The plans shall be designed under the responsible charge of a professional civil engineer/architect currently registered in the state of California. The name and license number of the civil engineer/architect who will direct the design of the project shall be listed in the proposal.

3. EXPERIENCE AND TECHNICAL COMPETENCE

Describe the proposer’s experience in completing structures and landscaping, including any aspects similar to the project described in the scope of work. A minimum of three successfully completed design projects within the past five years of a similar nature should be included. For each related project, provide the owner’s name, the name of the owner’s project manager, telephone number, project type and the constructed value of the project.

4. PROPOSED METHOD TO ACCOMPLISH THE WORK

Discuss the proposer's technical and managerial approach to complete tasks described in the scope of work. The proposal shall include the specific approach for meeting the project's design schedule and budget.

5. PROJECT ORGANIZATION AND KEY PERSONNEL

Describe the proposed project organization, including the identification and responsibilities of key personnel. Indicate the roles and responsibilities of the prime consultant and any subconsultants. Indicate the percent of commitment of key personnel for the duration of the project and furnish resumes of key personnel.

Provide a detailed discussion of the experience of the proposer's project manager and other key members of the project team. The project manager should be able to demonstrate local knowledge of similar type projects completed in the last three years. Include descriptions of the project manager's experience on local projects of similar size, capacity and constructed dollar value. For each similar project, include the owner's name, owner's project manager and telephone numbers.

6. KNOWLEDGE AND UNDERSTANDING OF THE LOCAL ENVIRONMENT

Describe the proposer's experience in working within the local environment, and the proposed local presence and availability for interfacing with the District's project management staff during the project. The local environment includes, but is not limited to, the District and other agencies, cities, county, regulations and policies that would pertain to the project.

7. SUBCONSULTANT DOCUMENTATION

If applicable, the proposer shall submit a list of subconsultants that will be used on the project, the scope of work for each subconsultant and the approximate percentage of each subconsultant's participation in the work.

SUBMITTAL REQUIREMENTS

1. PROJECT PROPOSAL

Four copies of the proposal shall be submitted. The proposal shall be signed by an individual authorized to execute legal documents on behalf of the proposer. Proposals must be received no later than 5 p.m. on September 9, 2020. They shall be submitted to:

Helix Water District
Attention: Aneld Anub, P.E., Project Manager
7811 University Avenue,
La Mesa, California, 91942

Proposals are to be submitted in sealed packages with the following information marked on the outside of each package: name of responder, project title and package number (1 of __, 2 of __, etc.). Failure to comply with the requirements of this request for proposals may result in disqualification. Any proposals or modifications received subsequent to the hour and date specified above will not be considered.

2. COST PROPOSAL

A cost proposal shall be submitted in a separate sealed envelope. The cost proposal shall include a total estimated design consultant cost with a not-to-exceed upper limit (for each Phase 1 and Phase 2). The cost estimate shall be broken down by tasks (e.g., design and construction phases where applicable), and shall include:

- a. Labor Costs (personnel classifications, hours and hourly rates)
- b. Other Direct Costs
- c. Subconsultant Costs
- d. Markups on Other Direct Costs and Subconsultant Costs
- e. Multiplier(s) Used for Overhead and Profit
- f. Total Estimated Costs Rolled Up Per Task

Hourly rates for labor costs will be based on a base hourly rate with a multiplier for overhead and profit.

All proposals, project scope and cost shall become the property of the District and will not be returned. Proposals also become public records and as such may be subject to public review.

PRESUBMITTAL ACTIVITIES – QUESTIONS CONCERNING REQUESTS FOR PROPOSALS

All questions concerning the RFP should be directed to: Helix Water District, Aneld Anub, P.E., (619) 667-6273. Written answers to questions will be sent to all firms invited to respond to the RFP. An addendum may be issued if warranted. Any questions must be directed to the District no later than September 2, 2020.

PREPROPOSAL MEETING

A preproposal meeting will be held at Lake Jennings located at 10108 Bass Road in Lakeside, California at 10 a.m., on August 26, 2020. Attendance is not mandatory.

CONSULTANT SELECTION PROCESS

A select group of firms has been invited to respond to this RFP. A Consultant selection panel consisting of at least three Helix Water District representatives will be established for this project.

The panel will review and rank the proposals received based on the proposal content and the panel's evaluation criteria. Selection of a Consultant may be made without an interview; however, the panel may elect to have a presentation made by any of the proposers. Once a selection has been made by the District and the Consultant notified, the District will enter into contract negotiations with the Consultant with the intent to expeditiously reach acceptable contract terms.

EVALUATION CRITERIA

The proposals will be evaluated based on the following criteria:

1. Approach to work and understanding of objectives and issue
2. Related project experience
3. Project team/project manager
4. Cost-effectiveness

SCHEDULE FOR SELECTION AND AWARD

The District anticipates that the process for nominating and selecting a Consultant and awarding the contract will be according to the following tentative schedule (subject to change):

<u>Activity</u>	<u>Date</u>
Request for Proposals Released -----	August 12, 2020
Preproposal Meeting-----	August 26, 2020
Cut-Off Date for Questions -----	September 2, 2020
Proposals Due -----	September 9, 2020
Consultant Interviews (If needed) -----	September 23, 2020
Consultant Selection -----	October 7, 2020
Projected Contract Approval-----	October 21, 2020
Projected Notice to Proceed -----	October 30, 2020

NOTICE TO PROCEED AND CONTRACT

1. RIGHT TO REJECT PROPOSALS

The District reserves the right to reject any and all proposals, to waive any of these procedures for submitting proposals, to waive any informality in proposals received, to accept or reject any or all of the items in the proposal and to award the contract in whole or in part if it is deemed in the District's best interest.

- a. The District reserves the right to negotiate with any respondent after proposals are opened, if such action is deemed in the District's best interest.

- b. During contract negotiations with the selected respondent, the District, at its option, may modify the scope of work and/or the proposed work schedule.

2. CONTRACT DOCUMENTS

The documents which will constitute the contract between the parties shall include, at a minimum, this request for proposals, any addenda to the RFP, the Consultant's proposal, all documents required to be submitted by the forgoing, the District's standard agreement for professional services, and any additional documents resulting from contract negotiations.

3. NOTICE TO PROCEED

The Consultant shall not begin any work until such time as a notice to proceed has been issued by the District's project manager. The notice to proceed will be issued upon execution of all contract documents, receipt of insurance certificates and authorization by the Helix Water District's Board of Directors.

4. RESERVATIONS

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, to procure or contract for work.

5. PROFESSIONAL SERVICES AGREEMENT

The professional services agreement attached to this RFP is the agreement the selected Consultant will be expected to sign without requesting revisions.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN HELIX WATER DISTRICT
AND
[Insert Consultant's Name]**

This Agreement is made and entered into as of **[Insert Date]** by and between **HELIX WATER DISTRICT** (hereinafter referred to as the "District"), an irrigation district organized and operating under the Irrigation District Law, Water Code section 20500 et seq. and **[Insert Consultant's name]**, a **[Insert type of business or entity (e.g., California Corporation, Partnership, Sole Proprietor, etc.)]** (hereinafter referred to as "Consultant").

RECITALS

1. District is a public agency of the State of California and is in need of professional services for the following project: **Lake Jennings Campground Improvement Project CIP20009** (herein referred to as "the Project").
2. Consultant is duly licensed and has the necessary qualifications to provide such services.
3. The parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services. Consultant shall provide District with

Consultant shall perform all services as described in Exhibit **"A,"** attached hereto and incorporated herein by this reference and any other services specified by the District. The District shall separately specify locations and details for all services not included in Exhibit **"A"** on an as-needed basis ("Task"). No services shall be performed by Consultant unless specified in Exhibit **"A"** or authorized by a Task assigned to Consultant by District.

2. Compensation.

Agreement Price: **[Insert fixed dollar amount OR insert list of hourly rates OR insert "As outlined in the Schedule of Charges (Exhibit XX) attached hereto and incorporated herein by reference."]** A cost estimate shall be provided by the Consultant and approved by the District for each Task performed on an as-needed basis prior to performance of the Task.

Agreement Not to Exceed: **[Insert fixed dollar amount for project specific agreements OR insert your best estimate as to agreement maximum dollar cost]**

Payments shall be made within 30 days of receipt by District of an invoice which includes a detailed description of the services performed.

3. Time of Performance.

Agreement Effective Date: **[insert date]**

Agreement Expiration Date: **[insert date]**

No services shall be performed nor shall services, material or equipment be furnished under this Agreement unless and until all bonds, if applicable, certificates of insurance, and endorsements have been furnished to and approved by the District. Upon such approval, the District shall issue a Notice to Proceed.

It is also understood and agreed that the time limit for the completion of the services shall be no later than the expiration date of this Agreement. Any additional services not expressly set forth herein shall be specified by the District in separate Task orders, which shall include schedules and deadlines, if any, for such additional services.

4. Delays in Performance.

- a. Neither the District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred relating to the services shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the District.

6. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements, requirements for verification of employees' legal right to work in the United States, and air pollution control laws and regulations as applicable to the Consultant.
- b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of the District for the Project by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.
- d. By his/her signature hereunder, Consultant hereby certifies he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing services under this Agreement.
- e. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., 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, if applicable. Consultant shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers 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. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, maintenance of certified payroll records, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- f. Effective March 1, 2015, if the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.
7. Standard of Care. Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
8. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.
9. Independent Consultant. Consultant is retained as an independent Consultant and is not an employee of the District. No employee or agent of Consultant shall become an employee of the District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from the District as herein provided.
10. Integration. This Agreement represents the entire understanding of the District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.
11. Insurance. The Consultant shall maintain the following insurance during the performance of all services under this Agreement. Should any of the required coverage lapse or be cancelled during the term of this Agreement, the Consultant shall be obligated to notify the District immediately in writing.
 - a. Commercial General Liability Insurance, of at least \$2,000,000 per occurrence/ \$4,000,000 aggregate (if used) for bodily injury, property damage, and personal and advertising injury, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01). Policies shall not contain any exclusion contrary to this Agreement including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or CG 21 39); (2) cross-liability for claims or suits by one insured against another; or (3) severability of interest. The general liability coverage shall:

- (1) Name Helix Water District, its Board, members of the Board, employees, and authorized volunteers as additional insureds using ISO endorsement CG 20 10, CG 20 33, CG 20 38, or endorsements providing the exact same coverage for on-going operations and CG 20 37, or an endorsement providing the exact same coverage for completed operations.
 - (2) Be primary and non-contributory using ISO endorsement CG 20 01 or an endorsement providing the exact same coverage. Any insurance, self-insurance, or other coverage maintained by the District shall not contribute to it.
 - (3) Contain a waiver of transfer of rights of recovery (subrogation) using ISO endorsement CG 24 04 or an endorsement providing the exact same coverage naming Helix Water District, its Board, members of the Board, employees, and authorized volunteers.
- b. Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles (Coverage Symbol 1, any auto) of at least \$1,000,000 combined single limit each accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 00 01.
 - c. Workers' Compensation (statutory limits) and Employer's Liability Coverage of at least \$1,000,000 each accident, disease-each employee, and disease-policy limit. The Workers' Compensation and Employer's Liability Coverage shall contain a waiver of transfer of rights of recovery (subrogation) using ISO endorsement WC 04 03 or an endorsement providing the exact same coverage naming Helix Water District, its Board, members of the Board, employees, and authorized volunteers.
 - d. Professional Liability (Errors and Omissions) in a form acceptable to the District of at least \$1,000,000 per claim and aggregate. The retroactive date (if any) of each claims-made policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of three (3) years after the completion of the services under this Agreement. Consultant shall purchase a one (1) year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

Insurance carriers shall have not less than an "A-" Financial Strength Rating and Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide unless otherwise approved by the District. Certificates of insurance and policy endorsements shall be filed with the District prior to Work commencing. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s), including all endorsements, evidencing the coverage required herein, to the District prior to the expiration date. The District reserves the right to obtain complete, certified copies of all required insurance policies or policy declarations page and/or endorsement page showing all policy endorsements.

Notwithstanding the minimum limits set forth in Section 11 above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds. Defense costs shall be paid in addition to the limits.

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 Board, members of the Board, employees, or authorized volunteers.

12. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Neither the District, its Board, members of the Board, employees, or authorized volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

In addition, Consultant shall defend, with counsel of District's choosing and, to the extent permitted by Civil Code Section 2782.8, at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against District or its Board, members of the Board, employees, and authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its Board, members of the Board, employees, and/or authorized 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 survive the expiration or termination of the Agreement and Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers.

13. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

14. Termination or Abandonment.

- a. The District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, the District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. The District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge of services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the District and Consultant of the portion of the task completed but not paid prior to said termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant

EXHIBIT A
PROPOSED SCOPE OF WORK

EXHIBIT B

SCHEDULE OF CHARGES

Consultant will invoice Helix Water District ("District") on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task and the percent complete of each task. Consultant will inform District regarding any out-of-scope work prior to that work being performed by Consultant. This is a time-and-materials agreement.