



## AGENDA

### SPECIAL MEETING OF THE BOARD OF DIRECTORS

October 27, 2022

3:00 PM

CALL TO ORDER AND ROLL CALL - Edmondson, Burke, Morris, Ryan, Williams

APPROVAL OF AGENDA

#### PUBLIC COMMENT

*Any person may address the Board at this time upon any subject not identified on this Agenda, but within the jurisdiction of Elsinore Valley Municipal Water District; however, any matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered.*

*Members of the public may make comments in-person, virtually, or submit a Public Comment Request Form located at <https://www.evmwd.com/evmwd-publiccomment>, no less than one hour prior to the posted start time of the meeting. Comments shall be made in an orderly manner and profanity, slanderous, or abusive language will not be tolerated. Please note, individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the presiding officer.*

#### I. CONSENT CALENDAR

*Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Calendar, it shall be removed so that it may be acted upon separately.*

##### A. APPROVAL OF:

1. Minutes of the Regular Board Meeting of October 13, 2022
2. Minutes of the Regular Water Planning Committee Meeting of October 17, 2022
3. Payment Ratification Report
4. A Professional Services Agreement with Carollo Engineers, Inc. for Engineering Design Services for the Sedco Hills and Avenues Septic to Sewer Projects

#### II. REPORTS

*Reports are placed on the Agenda to provide information to the Board and the public. There is no action called for in these items. The Board may engage in discussion on any report upon which specific subject matter is identified, but may not take any action other than to place the matter on a subsequent Agenda.*

##### A. General Manager's Report



- B. Legal Counsel's Report
  - C. Board Committee Reports
- III. DIRECTOR'S COMMENTS AND REQUESTS  
*Directors' Comments concern District business which may be of interest to the Board. They are placed on the Agenda to enable individual Board members to convey information to the Board and the public. There is no discussion or action required, other than to place the matter on a subsequent Agenda.*
- IV. CLOSED SESSION
- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to subdivision (d) of Section 54956.9 of the Government Code (1 or more potential cases)
- V. ADJOURNMENT

*In the interest of public health and safety, this meeting will be conducted in accordance with provisions of the Brown Act and Assembly Bill 361. Participants who would like to join this meeting remotely can do so in one of the following ways:*

**For Online Participation:**

Go to: [www.zoom.us](http://www.zoom.us)  
Select Join a Meeting  
Enter Meeting ID: 828 3916 5029  
Meeting Password: 92530

**For Call-in Only:**

Call: (720) 707 2699  
Enter Meeting ID: 828 3916 5029  
Meeting Password: 92530

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the District's Administrative offices not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of all, of the members of District's Board, are available for public inspection in the office of the District Secretary, 31315 Chaney Street, Lake Elsinore, California.

To request a disability-related modification or accommodation regarding agendas or attendance, contact Terese Quintanar, at (951) 674-3146, extension 8223 at least 48 hours before the meeting.

**MINUTES  
REGULAR MEETING OF THE BOARD  
OF DIRECTORS OF ELSINORE VALLEY  
MUNICIPAL WATER DISTRICT  
THURSDAY, OCTOBER 13, 2022**

The Regular Meeting of the Board of Directors of Elsinore Valley Municipal Water District was held at its principal offices at 31315 Chaney Street, Lake Elsinore, California with a remote public participation option (teleconference, through a call-in number clearly noted on the meeting Agenda) posted in accordance with the Brown Act.

Directors Present

Darcy M. Burke, President  
Andy Morris, Vice President  
Chance Edmondson  
Phil Williams  
Harvey Ryan

Staff Present

Greg Thomas, General Manager  
Steve Anderson, General Counsel  
Terese Quintanar, District Secretary/Administrative Services Supervisor  
Christy Gonzalez, Deputy Board Secretary/Executive Assistant  
Bonnie Woodrome, Community Affairs Supervisor  
Christina Henry, Community Relations Manager  
Darryn Flexman, Interim Director of Information Technology  
David Smith, Maintenance Manager  
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Operations  
Greg Morrison, Government Affairs Officer  
Haley Munson, Water Efficiency Specialist  
Jase Warner, Director of Operations  
Jason Dafforn, Director of Engineering and Water Resources  
Jennifer Dancho, Director of Human Resources  
Jessie Arellano, Wastewater Operations Manager  
Junior Olivo, Field Maintenance CM  
Lenai Hunter, Regulatory Compliance Specialist  
Margie Armstrong, Director of Strategic Programs  
Matt Bates, Engineering Manager  
Matt Elek, Mechanical Technician  
Parag Kalaria, Water Resources Manager  
Scott Thompson, Accounting Manager  
Susie Evans, Sr. Executive Assistant  
Tim Collie, Water Operations Manager  
Wendy Martinez, Records Management Coordinator

Others Present  
Public

**CALL TO ORDER**

The meeting was called to order by President Burke at 4:04 p.m.

**APPROVAL OF AGENDA**

A motion was made by Director Morris, seconded by Director Ryan, and carried unanimously to approve the agenda as presented.

**PUBLIC COMMENTS**

The meeting was opened to public comment and there were none online, however, written public comments were received from Ms. Susan Turner of Murrieta. Her comments regarded continued development in the midst of the drought while assessing penalties to customers for normal water use during periods of extreme heat, and also asking how much of Proposition 1 funds were allotted to our area and for what projects those funds were utilized. President Burke directed the General Manager to follow up with Ms. Turner.

Opportunity was provided to the public to make public comments throughout the duration of the meeting.

**Item I.0 PUBLIC HEARING**

**Item I.A. Public Hearing to Consider Adoption of Public Health Goals Report**  
*Minute Order No. 5728*

The hearing was opened by President Burke at 4:06 p.m. She called on the Board Secretary for proof of publication. Ms. Quintanar confirmed that notice was published by the Press Enterprise on July 1, 2022.

Mr. Dafforn reported that details of the draft Public Health Goals Report were presented to the Board at the June 19, 2022, Study Session meeting. A public review and comment period was provided, with the public comment period ending August 31, 2022. There were no comments received.

Ms. Quintanar confirmed there have been no written objections, protests, or requests to be heard, received, or filed.

The public hearing was closed at 4:09 p.m.

A motion was made by Director Edmondson, seconded by Director Morris, and carried unanimously to:

- 1. Adopt the 2022 Public Health Goals Report: and,**
- 2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD**

<b>Item II.0 BUSINESS ITEMS</b>
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<b>Item II.A PRESENTATION OF A CALIFORNIA ASSOCIATION OF PUBLIC INFORMATION OFFICIALS AWARDS TO EVMWD</b>
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Ms. Woodrome presented several awards for excellence in public outreach from the California Association of Public Information Officials (CAPIO). The Excellence in Public Information and Communications Award was for the 2020 Annual Water Quality Report (Consumer Confidence Report, or CCR), an Award of Distinction was for the Waterwise Virtual Workshop Series, and another Award of Distinction for its Flow Into Fall Virtual Open House.

Staff's efforts were acknowledged, and appreciation for the dedication, professionalism, and hard work was expressed by the Board of Directors.

<b>Item III.0 - CONSENT CALENDAR</b> <i>Resolution Nos. 22-10-01</i> <i>Minute Order #5729-5731</i>
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- A. APPROVAL OF:
1. Minutes of the Regular Board Meeting of September 22, 2022
  2. Minutes of the Adjourned Regular Engineering and Operations Committee Meeting of September 15, 2022
  3. Minutes of the Regular Engineering and Operations Committee Meeting of October 3, 2022
  4. Payment Ratification Report
  5. Adoption of Resolution Reaffirming and Extending Findings and Determinations Under AB 361 for Continued Virtual Meetings (*Reso No. 22-10-01*)
  6. Amendment No. 1 to the Contract Services Agreement with Hach Company for Maintenance of the District's Water Quality Analyzers (*MO# 5729*)
  7. Elsinore Valley Municipal Water District's Local Hazard Mitigation Plan (*MO# 5730*)
  8. Purchase Orders for As-Needed Concrete, Concrete Slurry and Delivery with Superior Ready Mix, So Cal Short Load & Rancho Ready Mix (*MO# 5731*)
- B. APPROVAL OF TRAVEL AUTHORIZATIONS
1. Andy Morris - ACWA JPIA & Fall Conference

2. Darcy Burke - ACWA Fall Conference
3. Harvey Ryan - NWRA Leadership Forum & Annual Conference
4. Phil Williams - ACWA JPIA & Fall Conference
5. Phil Williams - NWRA Leadership Forum & Annual Conference

Director Williams pulled Consent Calendar Item A.7 for comment.

A motion was made by Director Morris, seconded by Director Ryan, and carried unanimously to:

**1. Approve the Consent Calendar as amended.**

**Item III.A.7 - Elsinore Valley Municipal Water District's Local Hazard Mitigation Plan (MO# 5730)**

Director Williams asked for confirmation from staff that work to complete this Plan had been ongoing for several months, and with it now complete, it will be used to pursue federal and state grant funding for items within the Plan. Ms. Hunter answered that was correct and that one of the grants being pursued is for Lee Lake Dam.

A motion was made by Director Williams, seconded by Director Morris, and carried unanimously to:

**1. Approve Consent Calendar Item A.7.**

**Item IV. A GENERAL MANAGER'S REPORT**

Mr. Thomas reported on two additional hosted pop-up events over the past month, having a total of 44 applicants approved for low-income assistance. The total from the five pop-up events to date is \$86,000 in assistance. Mr. Thomas commended Ms. Henry and Customer Service staff for their efforts.

He also reported on conversations with the District's wholesale agencies regarding the anticipation of Metropolitan Water District of Southern California's (MWD) potential allocations or reductions in early spring or late winter of 2023, if we have another dry year. Also, the California member agencies approved holding 400,000 acre-feet of water per year in Lake Mead over the next three years.

He attended a meeting at Rancho California Water District, along with State Water Resources Control Board representatives, where regional reliability was discussed.

He concluded his report by announcing that South Coast Water Districts' Desalination Doheny Plant received approval by unanimous vote of the Coastal Commission earlier today.

#### **Item IV. B LEGAL COUNSEL'S REPORT**

Mr. Anderson reported on SB 1439, effective January 1, 2023, relating to campaign contributions. Board Members of special districts will not be able to solicit a campaign contribution of more than \$250 from any entity seeking approval from the Board for any purpose, such as request for a will serve letter or a contract for services. Acceptance of funds as described, within a twelve-month period on either side would result in the requirement to disclose the information and to not participate in the decision.

#### **Item IV. C BOARD COMMITTEE REPORTS**

Director Edmondson reported on his attendance at the Temecula Valley Chamber of Commerce Legislative Summit. He also attended the Movie Night in the Park and commended Brian Vigil and the Events Planning Committee for their hard work to put that together and that it was a lot of fun. He also attended the City of Wildomar Group Meeting and the Student of the Month event.

Director Ryan reported on the Eastern Municipal Water District Group meeting.

Vice President Morris reported on his attendance of the City of Wildomar Group meeting and the Wildomar City Council Meeting. He also announced that Scott Thompson would be stepping in to provide assistance with SRRRA accounting and agendas, in light of Margie Armstrong's anticipated retirement. He thanked Ms. Armstrong for all of her work up to this point. He also attended Murrieta and Lake Elsinore Student of the Month events.

President Burke acknowledged Water Professionals Week and reported on her attendance of the Legislative Summit, Wildomar State of the City, and the Eastern Municipal Water District Group meeting. At the Metropolitan Communications and Legislation Committee meeting, disappointment was expressed regarding efforts to pass an affordable water package. She opined this was more of a retail water agency issue not a wholesale agency. She also attended the Imported Water Committee and the MWD Board meeting where Adan Ortega representing the City of San Francisco was elected. The Revised Bay Delta Policy Principles was adopted along with a voluntary resolution to remove non-functional turf and a teleconference resolution which caused much confusion.

At the Canyon Lake Roundtable, it was reported that the sheriff will remove a dozen cars out the North Ski area, and backflow theft will be discussed with staff. Mayor Pro-Tem Larry Greene resigned at the Canyon Lake City Council meeting and appreciation was given to staff for obtaining the parting gift.

She concluded her report with the Urban Water Institute Spring Conference Planning meeting, where she requested input from the Board members on which City Council members to invite.

**Item V.0 DIRECTOR’S COMMENTS AND REQUESTS**

President Burke requested an overview from Mr. Anderson on the new teleconferencing regulations and a review of the settlement terms as it relates to Blue Water. She also requested a letter thanking Chairwoman Gray for her service, a congratulatory letter to Chairman elect Adan Ortega and to Canyon Lake City Council appointee Mark Terry.

**Item VI.0 CLOSED SESSION**

Mr. Thomas announced that Closed Session was not needed.

**Item VII.0 ADJOURNMENT**

The meeting adjourned at 4:41 p.m.

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Darcy M. Burke, President of the  
Board of Directors of the  
Elsinore Valley Municipal Water District

ATTEST:

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Terese Quintanar, Board Secretary  
to the Board of Directors of  
Elsinore Valley Municipal Water District



- EVMWD BOARD ACTION
- APPROVED
- APPROVED AS AMENDED
- DENIED
- CONTINUED

**MINUTES  
REGULAR MEETING  
WATER PLANNING COMMITTEE**

**October 17, 2022  
3:30 P.M.**

The Regular Water Planning Committee (WPC) Meeting was held as a hybrid, in-person and virtually with members of the public notified of the ability to observe and provide public comment telephonically through the information provided on the meeting Agenda.

Director Present

Darcy M. Burke  
Andy Morris

Staff Present

Greg Thomas, General Manager  
Ganesh Krishnamurthy, Assistant General Manager – Engineering and Operations  
Christy Gonzalez, Executive Assistant/Deputy Board Secretary  
Bonnie Woodrome, Community Affairs Supervisor  
Jase Warner, Director of Operations  
Jessie Arellano, Wastewater Operations Manager  
Jesus Gastelum, Sr. Water Resources Engineer/Planner  
Kelia Jones, Engineering Project Coordinator  
Lenai Hunter, Regulatory Compliance Specialist  
Margie Armstrong, Director of Strategic Programs  
Matthew Bates, Engineering Manager  
Mike Ali, Water Quality Administrator  
Parag Kalaria, Water Resources Manager  
Shawn Gray, Water Production Superintendent  
Tim Collie, Water Operations Manager  
Wendy Martinez, Records Coordinator

**CALL TO ORDER**

President Burke called the meeting to order at 3:30 p.m.

**PUBLIC COMMENTS**

The meeting was opened to public comments and there were none.

1. **Update On The Preparation Of The Feasibility Study For Temescal Valley Pipeline Expansion** – Parag Kalaria provided an update on the preparation of the Feasibility Study for the TVP Expansion. An overview of the projected water demand growth was reviewed. Water demand is expected to increase by 70% in the next 23 years, causing a 13+ MGD shortfall in the current pipeline. In 2017, three alternates were evaluated, with expanding the Temescal Valley Pipeline

(TVP) being the best option. The TVP Expansion Feasibility Study was started in 2021. Seven alternatives were considered, including full parallel pipe, full replacement pipe, partial parallel pipe, partial replacement pipe, pump station, pump station with partial parallel pipe, and pump station with partial replacement pipe. Confirming for President Burke, staff reported that reliability and redundancy were considered in the evaluation criteria with these seven alternatives. After evaluating all alternatives, the preferred option was to construct a pump station located on District property shared with Lee Lake Wells. This option had the lowest cost alternative, least disruption to water supply, better environmental impact score, higher operation complexity and limited redundancy. This alternative has no pipeline component and increases TVP capacity to 41 cfs. The site plan was then reviewed. Next steps include finalizing the study, updating the preliminary design report, generating a preliminary cost estimate and delivery of a preliminary design package. It is expected that this will be completed anywhere between 2030 and 2035.

This is not considered a new source of supply but a new conveyance system. In terms of grant possibilities, we would have to evaluate.

2. **Water Resources at a Glance** – Mr. Gastelum presented on this item and referenced a presentation. Canyon Lake’s elevation is at 1,378.7 feet and Lake Elsinore is at 1,237.4 feet, over two feet below the maintenance goal level. After the recent rain event there was a small increase of 1-inch.

The State Water Project allocation is still at 5% for this year. Dry conditions are anticipated in California. Local reservoirs are still doing well. Lake Mead continues to be the same, at 39% of historical average. Total water production was close to 3,392 AF, more than the previous year. Gallons per person per day was 127. Overall, monthly water consumption is showing high conservation efforts, and currently for 2022 water consumption shows a 17.3 percent reduction. This may be due to lower temperatures and wetter climate in September 2022 compared to 2020. In terms of the Asset Transfer Agreement, 711 cfs remains.

Performance of inefficient and excessive water usage for domestic and landscape users are showing better than previous year. In terms of users within director divisions, Division 1 is still showing the highest inefficient and excessive water usage for domestic users and Division 2 for landscape user.

3. **Key Water Quality Parameters** – Mr. Ali reported on this item and referenced the presentation in the packet. Arsenic, PFOA, PFOS, PFHxS, Nitrate, and Vanadium levels were reviewed.

Perfluorohexanesulfonic acid (PFHxS) notification letters will be sent to officials, due to SWRCB PFAS Monitoring Orders expected in October. These letters have technical information, but fact sheets will be included with simplified language. The

Committee requested visual information be included in the notification letters, and also to review the letters and provide comments before they are sent out.

The distribution system TDS and recycled water TDS levels have been consistent.

4. **Other** – Mr. Kalaria provided an overview on EPA draft regulations under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) pertaining to PFOA/PFOS. This new EPA rule, not related to water quality, designates PFOA/PFOS as hazardous substances. If PFOA/PFOS exceeds reportable quantities equaling 1 pound or more in 24-hour period, we would need to report it to the National Response Center. The draft rule was published on September 6, 2022 with a 60 day comment period ending on November 7, 2022. The District has been working with CASA and ACWA participating in their meetings, and will be drafting a comment letter. Manufacturers, processors, waste management and wastewater treatment facilities are affected by this new rule. The quantities of PFOA/PFOS in District wastewater facilities are between 0.0002 and 0.0019 lbs/day, well below the 1-lbs/day reportable quantity. There is minimal impact to the District at this time, and exception considerations for water, wastewater, and biosolids are being requested.

Mr. Thomas reviewed with the Committee the Joint Water Supply Study Board Member Workshop slides.

President Burke requested an update on the IRP. Mr. Kalaria reported that data has been submitted, and several workshops are planned. He is hopeful that more information will be available and presented on early next year. The water, wastewater, and recycled masterplans are underway and going well. Calibration of all three models has been completed along with water demand projections. A specific EDU calibration tool is also being developed.

5. **Consider Items for Board Review** – There were none.
6. **Adjournment at 4:54 p.m.**



# Payment Ratification Report

Cash Disbursements for 09/30/2022 through 10/27/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
<b>ACH</b>					
8730	10/06/2022	ANSER ADVISORY LLC	ON-CALL INSPECTION SERVICES JUN 2022	ACH	18,094.00
8731	10/06/2022	BABCOCK LABORATORIES INC	LABORATORY TESTING JUL 2022	ACH	14,993.50
8732	10/06/2022	CENTURY BANKCARD SERVICES INC	CUSTOMER SERVICE MERCHANT FEES SEPT 2022	ACH	35,647.97
8733	10/06/2022	HACH COMPANY	CHEMICALS JUL & AUG 2022	ACH	3,103.24
8734	10/06/2022	KENNEDY JENKS CONSULTANTS	TECHNICAL SUPPORT SERVICES SKYMEADOWS BOOSTER PUMP AUG 2022	ACH	3,372.50
8735	10/06/2022	LEE & RO INC	ENG SERVICE MCCS CONDITION ASSESSMENT PROJECT AUG 2022	ACH	35,649.30
8736	10/06/2022	NORTHSTAR CHEMICAL	CHEMICALS AUG 2022	ACH	28,306.36
8737	10/06/2022	PIASCIK, MARK A	BOAT RENTAL AND REPAIRS FOR LAKE AERATION PROJECT AUG 2022	ACH	500.00
8738	10/06/2022	R.I.C. CONSTRUCTION CO., INC	BACK BASIN GROUNDWATER ELECTRICAL IMPROVEMENTS AUG 2022	ACH	21,099.50
8739	10/06/2022	SOUTHERN CA FLEET SERVICES INC	FLEET MAINTENANCE JUL 2022	ACH	18,409.00
8740	10/06/2022	SYSTEMS INTEGRATED LLC	MAINTENANCE JUL 2022	ACH	28,760.00
8741	10/06/2022	TRI COUNTY PUMP COMPANY	LAKE RECHARGE PUMP - PROPELLER PUMP	ACH	21,505.05
8742	10/06/2022	UNITED WATERWORKS, INC	WATERWORKS INVENTORY SUPPLIES	ACH	18,788.38
8743	10/06/2022	US BANK	P CARD PURCHASES SEPT 2022	ACH	217,146.78
8744	10/06/2022	VALLEY CM, INC.	PALOMAR WELLHEAD FACILITIES WATER IMPROVEMENT PLANS AUG 2022	ACH	44,682.45
8745	10/13/2022	CAROLLO ENGINEERS	REG WRF PROGRAM MANAGEMENT MAY – AUG 2022	ACH	75,529.15
8746	10/13/2022	FERGUSON WATERWORKS #1082	WATERWORKS INVENTORY SUPPLIES	ACH	96,066.61
8747	10/13/2022	FIELDMAN ROLAPP AND ASSOCIATES	FINANCIAL ADVISORY SERVICES JUL & AUG 2022	ACH	3,060.50
8748	10/13/2022	HILL BROTHERS CHEMICAL CO	CHEMICALS AUG 2022	ACH	3,429.24
8749	10/13/2022	NORTHSTAR CHEMICAL	CHEMICALS AUG 2022	ACH	2,635.95
8750	10/13/2022	ONLINE INFORMATION SERVICES	CREDIT CHECK SERVICES AUG 2022	ACH	252.29
8751	10/13/2022	SO CAL SANDBAGS INC	ANNUAL EROSION CONTROL SERVICE	ACH	53,385.37
8752	10/13/2022	SOUTHERN CA FLEET SERVICES INC	FLEET MAINTENANCE SEPT 2022	ACH	29,171.50
8753	10/13/2022	WEST YOST & ASSOCIATES, INC.	UPPER TEMESCAL VALLEY SNMP IMPLEMENTATION JUL 2022	ACH	16,339.74
8754	10/13/2022	WESTERN MUNICIPAL WATER DIST	MONTHLY MWD CAPACITY & READINESS-TO-SERVE CHARGE	ACH	146,020.74
<b>CHECKS</b>					
251696	10/06/2022	ACWA JOINT POWERS INS AUTH	ANNUAL DAM FAILURE INSURANCE	CHECK	53,519.00
251697	10/06/2022	ACWA JOINT POWERS INS AUTH	HEALTH/VISION COVERAGE OCT 2022	CHECK	7,679.34
251698	10/06/2022	ALLAN ZABECKI, LLC	WEB DEVELOPMENT SERVICES AUG 2022	CHECK	3,637.50
251699	10/06/2022	CHARLES P CROWLEY CO	PVC SOLUTION TUBE REPLACEMENT WITH CHECK VALVE	CHECK	8,132.43
251700	10/06/2022	CR AND R INCORPORATED	RUBBISH PICKUP SERVICE	CHECK	217.99
251734	10/06/2022	CYPRESS DENTAL ADMINISTRATORS	DENTAL COVERAGE OCT 2022	CHECK	541.14
251735	10/06/2022	EASTERN MUNICIPAL WATER DIST	RECYCLED WATER SEPT 2022	CHECK	10,589.93
251736	10/06/2022	FRONTIER CALIFORNIA INC.	REMOTE PHONE LINES INCLUDING EQUIPMENT ALARMS	CHECK	528.05



# Payment Ratification Report

Cash Disbursements for 09/30/2022 through 10/27/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
251737	10/06/2022	GAGE CANAL CO INC	CARRYING RIGHTS OCT 2022	CHECK	5,000.00
251738	10/06/2022	KATZ AND ASSOCIATES INC	DROUGHT OUTREACH SERVICES JUL 2022	CHECK	1,367.50
251739	10/06/2022	MEEKS AND DALEY WATER CO	PURCHASE OF 1,205 SHARES OF MEEKS & DALEY STOCK	CHECK	23,966.00
251740	10/06/2022	PACIFIC PIPELINE SUPPLY	PIPELINE INVENTORY SUPPLIES	CHECK	9,453.96
251741	10/06/2022	PSOMAS	PECK & CHESTNUT ST. SEWER REPLACEMENT-PHASE 2 JUL 2022	CHECK	4,730.00
251742	10/06/2022	RAYNE WATER CONDITIONING INC	WATER CONDITIONING SEPT 2022	CHECK	68.50
251743	10/06/2022	REEB GOVERNMENT RELATIONS, LLC	STATE ADVOCACY SERVICES AUG 2022	CHECK	8,000.00
251744	10/06/2022	SCW CONTRACTING CORPORATION	CANYON LAKE SEWER LATERAL AUG 2022	CHECK	92,625.00
251745	10/06/2022	SDI PRESENCE LLC	EVMWD - IT MASTER PLAN JUL 2022	CHECK	3,675.00
251746	10/06/2022	SITEIMPROVE, INC	SAAS ANNUAL RENEWAL	CHECK	10,609.01
251747	10/06/2022	SOLENIS	CHEMICALS JUL 2022	CHECK	12,709.50
251748	10/06/2022	SOUTH COAST WATER	1040 MB DI EXCHANGE AUG 2022	CHECK	240.00
251749	10/06/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE AUG & SEPT 2022	CHECK	584,943.47
251750	10/06/2022	SOUTHWEST CALIF LEGISLATIVE COUNCIL	2023 SWCLC SPONSORSHIP CONTRIBUTION	CHECK	1,000.00
251751	10/06/2022	STILLWATER SCIENCES	LAKE ELSINORE NUTRIENT OFFSETS JUL 2022	CHECK	639.50
251752	10/06/2022	TK CONSTRUCTION	WASHINGTON AVE. LIFT STATION DECOMMISSIONING (PH1) RETENTION	CHECK	20,674.50
251753	10/06/2022	VERIZON BUSINESS	REMOTE LOCATION PHONES LINES FOR EQUIPMENT ALARMS	CHECK	33.54
251754	10/06/2022	VS TOOLING	AIR LIFT PUMP REPAIR	CHECK	11,798.11
251755	10/13/2022	ACWA JOINT POWERS INS AUTH	ANNUAL PROPERTY INSURANCE 07/01/22 – 06/30/23	CHECK	324,701.07
251756	10/13/2022	ACWA JOINT POWERS INS AUTH	WORKER'S COMP PREMIUM 07/01/22 - 09/30/22	CHECK	115.09
251757	10/13/2022	AMERICAN CONSERVATION & BILLING	AQUAHAWK STANDARD AUG 2022	CHECK	4,563.00
251758	10/13/2022	APPLE ONE INC	TEMPORARY SERVICES AUG 2022	CHECK	24,865.50
251759	10/13/2022	AT&T MOBILITY LLC	MOBILE PHONES SEPT 2022	CHECK	82.47
251760	10/13/2022	CITY OF CANYON LAKE	UTILITY TAX REMITTANCE SEPT 2022	CHECK	30,196.01
251761	10/13/2022	CR AND R INCORPORATED	RUBBISH PICKUP SERVICE SEPT 2022	CHECK	5,104.54
251778	10/13/2022	DEPARTMENT OF ENVIRONMENTAL HEALTH	ANNUAL PERMIT RENEWAL	CHECK	77,461.00
251779	10/13/2022	LAGUNA VAULT, LLC	OFFSITE RECORDS STORAGE AND IMAGING JUL & AUG 2022	CHECK	515.64
251780	10/13/2022	DUDEK AND ASSOCIATES INC	A3 LIFT STATION REHABILITATION JUL 2022	CHECK	6,720.00
251781	10/13/2022	EASTERN MUNICIPAL WATER DIST	LABORATORY TESTING COSTS	CHECK	485.00
251782	10/13/2022	FRONTIER CALIFORNIA INC.	REMOTE PHONE LINES INCLUDING EQUIPMENT ALARMS SEPT 2022	CHECK	155.98
251783	10/13/2022	GREATAMERICA FINANCIAL SERVICE	COPIER LEASE SEPT 2022	CHECK	3,149.25
251784	10/13/2022	LINCOLN NATL LIFE INS COMP	LIFE/AD&D/LTD INSURANCE OCT 2022	CHECK	42.04
251785	10/13/2022	MAIN TROOP, LLD	CLOSE-OUT PROJECT REFUND	CHECK	3,440.10
251786	10/13/2022	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
251787	10/13/2022	SPOK INC	PAGERS OCT 2022	CHECK	159.40



# Payment Ratification Report

Cash Disbursements for 09/30/2022 through 10/27/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
251788	10/13/2022	WATEREUSE ASSOCIATION	2023 ANNUAL MEMBERSHIP DUES	CHECK	4,698.75
251789	10/13/2022	WILSON BOHANNAN PADLOCK CO	INVENTORY PAD LOCKS	CHECK	5,814.23
<b>REFUNDS</b>					
251701	10/06/2022	TONY BARBA	CUSTOMER REFUNDS	CHECK	181.89
251702	10/06/2022	FRED SHOUKRY	CUSTOMER REFUNDS	CHECK	136.77
251703	10/06/2022	NICHOLAS TORRES	CUSTOMER REFUNDS	CHECK	165.29
251704	10/06/2022	LUIS MARTINEZ	CUSTOMER REFUNDS	CHECK	33.62
251705	10/06/2022	JOE BRIZUELA	CUSTOMER REFUNDS	CHECK	109.71
251706	10/06/2022	KATIE PERRY	CUSTOMER REFUNDS	CHECK	55.88
251707	10/06/2022	RA&B DEVELOPMENTS LLC	CUSTOMER REFUNDS	CHECK	963.27
251708	10/06/2022	MILAGROS DEL ROSARIO	CUSTOMER REFUNDS	CHECK	32.16
251709	10/06/2022	JOHN HALDENWANG	CUSTOMER REFUNDS	CHECK	55.02
251710	10/06/2022	DEANNA ROCKWELL	CUSTOMER REFUNDS	CHECK	31.09
251711	10/06/2022	JOSEPH NORDLUND	CUSTOMER REFUNDS	CHECK	1,260.58
251712	10/06/2022	CHRIS DELEY	CUSTOMER REFUNDS	CHECK	190.21
251713	10/06/2022	KARINA ADAME	CUSTOMER REFUNDS	CHECK	12.23
251714	10/06/2022	GREGORY GRANT	CUSTOMER REFUNDS	CHECK	83.05
251715	10/06/2022	BECKY WESTLUND	CUSTOMER REFUNDS	CHECK	58.48
251716	10/06/2022	TONY ESTRADA	CUSTOMER REFUNDS	CHECK	449.52
251717	10/06/2022	PENG ZHEN	CUSTOMER REFUNDS	CHECK	95.17
251718	10/06/2022	ALFIE HERNANDEZ	CUSTOMER REFUNDS	CHECK	105.15
251719	10/06/2022	TROJAN CAPITAL INVESTMENTS LLC	CUSTOMER REFUNDS	CHECK	35.80
251720	10/06/2022	JENNY SERRANO	CUSTOMER REFUNDS	CHECK	188.46
251721	10/06/2022	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	123.52
251722	10/06/2022	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	145.47
251723	10/06/2022	LEMONACO MOORE	CUSTOMER REFUNDS	CHECK	99.73
251724	10/06/2022	REDFINNOW BORROW LLC	CUSTOMER REFUNDS	CHECK	130.37
251725	10/06/2022	JEREMY MARTIN	CUSTOMER REFUNDS	CHECK	85.75
251726	10/06/2022	CENTURY COMMUNITIES	CUSTOMER REFUNDS	CHECK	897.05
251727	10/06/2022	CHARLES MOHR	CUSTOMER REFUNDS	CHECK	111.53
251728	10/06/2022	JOSH HERRIN	CUSTOMER REFUNDS	CHECK	85.76
251729	10/06/2022	DANIELLE DEBERG	CUSTOMER REFUNDS	CHECK	745.50
251730	10/06/2022	JEFFREY MCELRATH	CUSTOMER REFUNDS	CHECK	705.76
251731	10/06/2022	JOHN ROSE	CUSTOMER REFUNDS	CHECK	219.75
251732	10/06/2022	34210 BELFAIR LLC	CUSTOMER REFUNDS	CHECK	106.94

## Payment Ratification Report

Cash Disbursements for 09/30/2022 through 10/27/2022


Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
251733	10/06/2022	HENRY HUOT	CUSTOMER REFUNDS	CHECK	145.75
251762	10/13/2022	NANCY DIBELLA	CUSTOMER REFUNDS	CHECK	67.49
251763	10/13/2022	DONALD MILLER	CUSTOMER REFUNDS	CHECK	91.64
251764	10/13/2022	JAVIER JUAREZ	CUSTOMER REFUNDS	CHECK	62.92
251765	10/13/2022	ERIK DELGADILLO	CUSTOMER REFUNDS	CHECK	46.75
251766	10/13/2022	SERGIO YANEZ	CUSTOMER REFUNDS	CHECK	144.57
251767	10/13/2022	JENNIFER EAVES	CUSTOMER REFUNDS	CHECK	219.30
251768	10/13/2022	MOHI ARA	CUSTOMER REFUNDS	CHECK	117.85
251769	10/13/2022	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	129.13
251770	10/13/2022	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	98.42
251771	10/13/2022	ALEXANDRIA HERREL	CUSTOMER REFUNDS	CHECK	87.34
251772	10/13/2022	NICHOLAS SMITH	CUSTOMER REFUNDS	CHECK	189.62
251773	10/13/2022	MARY MILLER	CUSTOMER REFUNDS	CHECK	7.45
251774	10/13/2022	LINDA KIELTY	CUSTOMER REFUNDS	CHECK	29.83
251775	10/13/2022	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	97.28
251776	10/13/2022	TRI POINTE HOMES	CUSTOMER REFUNDS	CHECK	67.40
251777	10/13/2022	TRI POINTE HOMES	CUSTOMER REFUNDS	CHECK	75.20
<b>VIRTUAL PAYMENT PROGRAM</b>					
658	10/06/2022	AMERICAN MATERIAL CO	BUILDING, ELECTRICAL & SMALL TOOLS	VIRTUAL	7,615.92
659	10/06/2022	ANIMAL PEST MANAGEMENT SERVICES INC	BEE REMOVAL	VIRTUAL	450.00
660	10/06/2022	BEST BEST AND KRIEGER	LEGAL SERVICES JUL 2022	VIRTUAL	58,900.14
661	10/06/2022	FIRST CHOICE SERVICES	COFFEE & LUNCHROOM SUPPLIES	VIRTUAL	756.17
662	10/06/2022	WATER ONE	MONTHLY WATER TREATMENT SERVICE AUG2022	VIRTUAL	325.00
663	10/13/2022	BEST BEST AND KRIEGER	LEGAL SERVICES JUL 2022	VIRTUAL	2,393.00
664	10/13/2022	CALOLYMPIC GLOVE AND SAFETY	SAFETY SUPPLIES	VIRTUAL	729.76
665	10/13/2022	ICONIX WATERWORKS (US) INC	WATERWORKS INVENTORY SUPPLIES	VIRTUAL	2,443.61



# Payment Ratification Report

Cash Disbursements for 09/30/2022 through 10/27/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
<b>WIRE TRANSFERS</b>					
0794640608	10/12/2022	CALIF STATE TAXES	PAYROLL TAXES - PAY PERIOD 2022-10-12 BOD	WIRE	32.24
23417	10/12/2022	FEDERAL TAX PAYMENTS	PAYROLL TAXES - PAY PERIOD 2022-10-12 BOD	WIRE	281.91
234172	10/12/2022	FICA WITHHELD	PAYROLL TAXES - PAY PERIOD 2022-10-12 BOD	WIRE	1,243.06

Reviewed By: 

Date: 10/19/2022





*Our Mission...*

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

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DATE: October 27, 2022

TO: Board of Directors

FROM: General Manager

**SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE SEDCO HILLS AND AVENUES SEPTIC TO SEWER PROJECTS**

### **STRATEGIC GOAL**

Elevate Communications  
Expand Collaboration, Innovation and Relationships  
Maintain and Upgrade Infrastructure

### **RECOMMENDATION**

The General Manager and staff recommend that the Board of Directors:

1. Approve a Professional Services Agreement with Carollo Engineers, Inc. in the amount of \$4,190,185.00;
2. Authorize \$20,951.00 for overhead and \$725,288.00 for staff time;
3. Authorize the total expenditure in the amount of \$4,936,424.00 to the Capital Improvement Fund, with grant funding provided from the Clean Water State Revolving Fund; and
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

### **BACKGROUND**

The Groundwater Management Plan (GWMP), prepared by Elsinore Valley Municipal Water District (EVMWD) in 2005, identified the impact that nitrate from septic systems may be having on several drinking water supply wells as an important water quality issue. The Groundwater Quality Sampling and Modeling Project was designed to assist in quantifying the magnitude of the septic system influence on the groundwater basin. This information would provide greater perspective for EVMWD decision-making regarding the septic system regulations and how they relate to groundwater management and production.

The modeling results and water quality sampling validated that septic systems impact the groundwater basin and contaminates migrating toward drinking water production wells. In general, water quality in all wells improves with depth, indicating the influence of land use and most importantly septic system discharges, may have a future impact on our groundwater quality. Based on the modeling results, the removal of the septic systems over a 20 to 40-year period, will produce significantly lower nitrate concentrations than if the septic systems remain in their current use. Furthermore, the analysis showed that early conversion of septic systems in the highest density areas will produce the highest benefit.

The 2016 Sewer System Master Plan recommends EVMWD implement a phased septic system removal program. As part of the phasing, it is recommended that all septic systems in Sedco Hills and the Avenues Areas be converted by the year 2035.

The State of California Water Resource Control Board Division of Financial Assistance contacted EVMWD in early 2022 about an opportunity for Clean Water State Revolving Fund grant to complete the Sedco Hills and Avenues Septic to Sewer conversion Projects. The project generally consists of:

- Sedco Hills Septic to Sewer  
The project is generally bound by Mission Trail and the I-15 Freeway from Malaga Road to Lemon Street in the City of Wildomar. The project consists of installing approximately 39,000 linear feet of gravity sewer to serve 750 residences. In addition to the gravity main system design, the design effort will include lateral installation and connection to each property and septic system and tank abandonment.
- Avenues Septic to Sewer  
The project is generally bound by Lakeshore Drive and Mills Street from Country Club Boulevard to Avenue 6 in the City of Lake Elsinore. The project consists of installing approximately 14,000 linear feet of gravity sewer to serve 250 residences. In addition to the gravity main system design, the design effort will include lateral installation and connection to each property and septic system and tank abandonment.

On November 8, 2018, the Board of Directors adopted a Resolution authorizing the General Manager to sign and file a Financial Assistance Application for CWSRF grant agreement with the SWRCB for the planning of the Sedco Hills Septic to Sewer Project

On July 28, 2022, the Board of Directors adopted a Resolution authorizing the General Manager to sign and file a Financial Assistance Application for CWSRF grant agreement with the SWRCB for the planning of the Avenues Septic to Sewer Project.

On September 22, 2022, the Board of Directors awarded a Professional Services Agreement for public outreach services with Kleinfelder Construction Services, Inc.

When approaching any project, especially projects of this magnitude and complexity, an experienced and competent professional engineering design firm is key to project success. To attract qualified engineering firms, Staff conducted an extensive engineering outreach effort prior to issuing the request for proposal. This effort engaged 20 engineering firms with 24 firm representatives who attended a virtual project presentation on June 30, 2022. Additionally, Staff met one-on-one with seven engineering firms on July 7, 2022 to review the project in more detail and answer any additional project related questions. The outreach efforts were very well received and many firms expressed interest in the project.

On July 19, 2022, the EVMWD solicited proposals for the Project through PlanetBids. On September 6, 2022, one proposal was received by the posted deadline. A review panel was established to evaluate the proposal. Based on firm qualifications, experience, and project understanding, staff concluded that Carollo Engineers, Inc. is qualified. Staff reviewed Carollo’s proposal and determined they met the Good Faith Efforts (GFE) requirements outlined in the funding documents. The evaluation ratings are as follows:

<b>Proposal Evaluation Criteria<sup>1</sup></b>	<b>Cost Evaluation</b>	<b>Overall Quality of Proposal</b>	<b>Relevant Qualifications / Experience</b>	<b>Scope of Work and Schedule</b>	<b>Understanding of Project and Project Approach</b>	<b>Total Score</b>
<b>Weight</b>	<b>10%</b>	<b>10%</b>	<b>25%</b>	<b>25%</b>	<b>30%</b>	<b>100%</b>
<b>Carollo</b>	88.33	91.67	241.67	225.00	275.00	<b>921.67</b>

<sup>1</sup> The evaluation criteria are recommended and approved by BB&K

The final scope of services and fee breakdown is as follows:

<b>Project</b>	<b>Phase 1 – Preliminary Design Cost</b>	<b>Phase 2 – Final Design Cost (Optional Award)</b>	<b>Total Cost</b>
Sedco Hills	\$870,427	\$2,085,713	\$2,956,140
Avenues	\$379,464	\$854,581	\$1,234,045
<b>Total</b>	<b>\$1,249,891</b>	<b>\$2,940,294</b>	<b>\$4,190,185</b>

Staff has negotiated and Carollo has agreed with and understands that efforts will proceed with Phase 1 – Preliminary Design only. Phase 2 – Final Design efforts are specified in the contract as optional award and will be authorized after approval by the state. Staff recommends full contract approval due to the time-sensitive nature of the project.

Staff presented this item at the October 19, 2022 Study Session Meeting. After careful review, the Board and staff recommend approval of a Professional Services Agreement with Carollo Engineers, Inc. in the amount of \$4,190,185.00. This item, including overhead of \$20,951.00, as well as staff time (3,150 hours) & fringe benefits of \$725,288.00, totals \$4,936,424.00.

## **ENVIRONMENTAL WORK STATUS**

This item does not constitute a project under CEQA.

## **FISCAL IMPACT**

Within Budget – No. These projects are slated to be funded under the Clean Water State Revolving Fund's Small SDAC (severely disadvantaged community), Small DAC (disadvantaged community) and Wastewater Grant Eligible Construction Projects. The maximum amount of grant funding available for this project is \$125,000 per connection. EVMWD will be responsible for all costs incurred prior to the funding agreement being executed, at that time, EVMWD will then be eligible to request reimbursement for prior eligible costs incurred and any future costs eligible for reimbursement under the grant.

Originated by: Jason Dafforn – Engineering

Reviewed by: Art Landeros/Scott Thompson - Finance

Attachments:

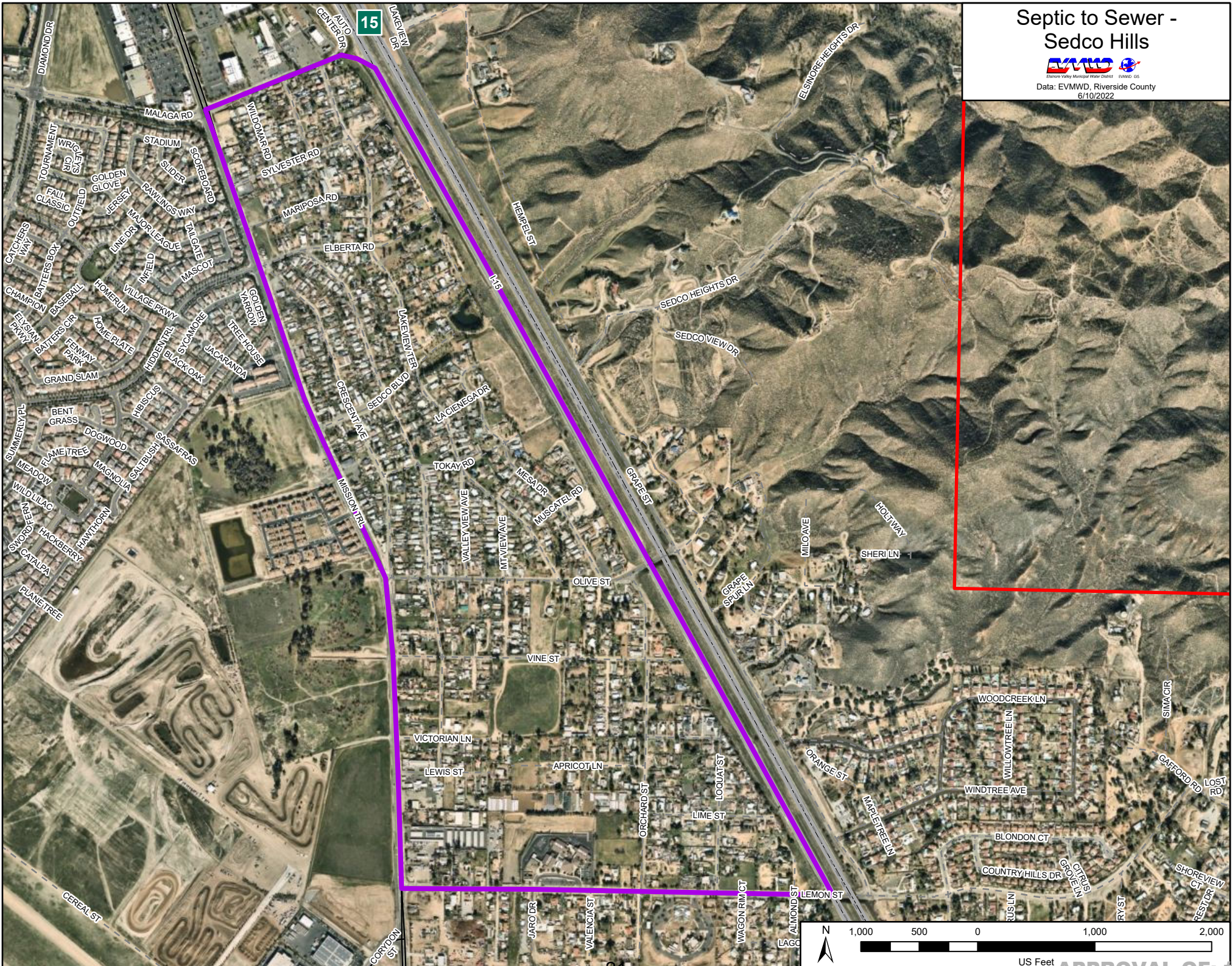
Agreement – Carollo Engineers, Inc.

Location Exhibits

# Septic to Sewer - Sedco Hills



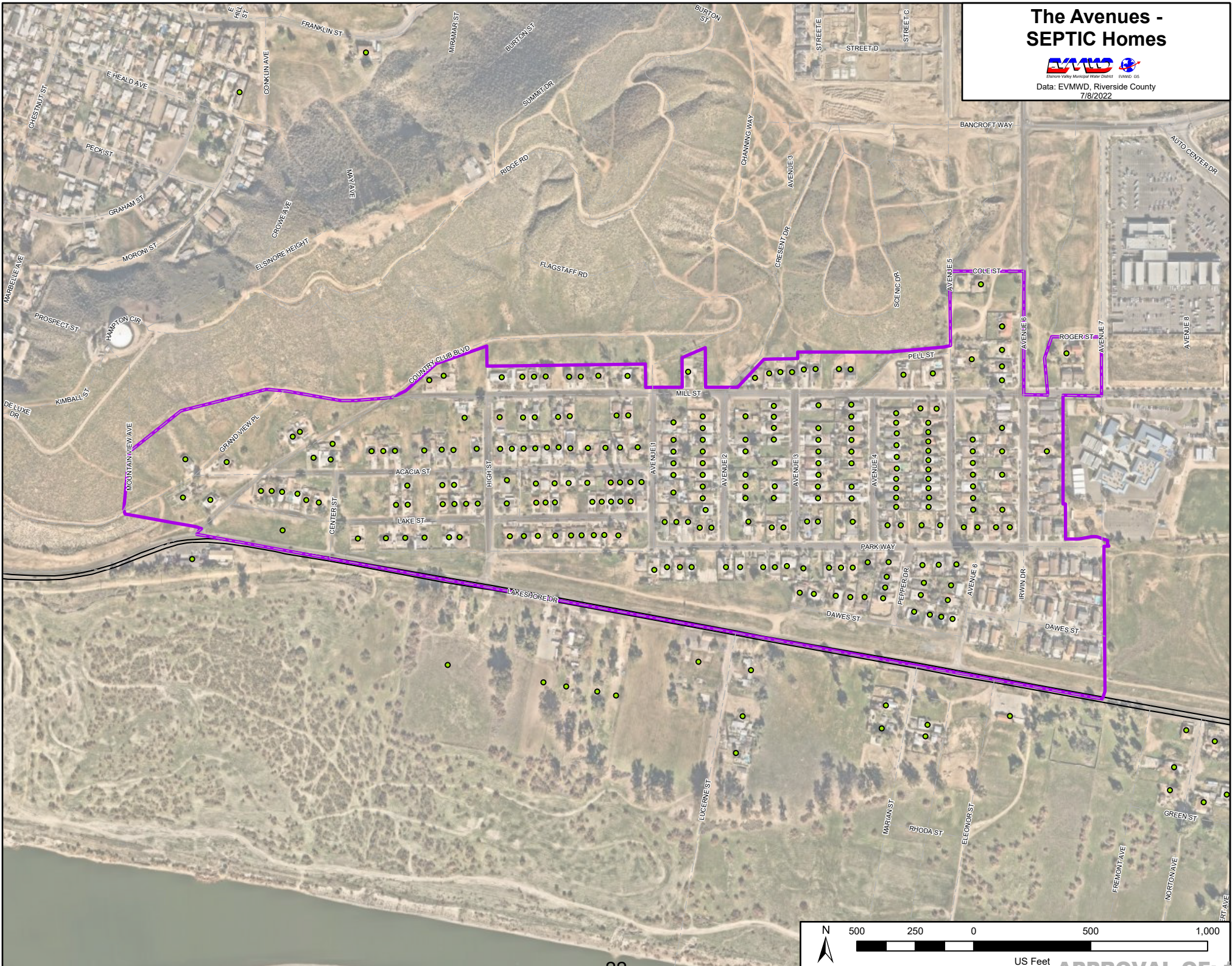
Data: EVMWD, Riverside County  
6/10/2022



# The Avenues - SEPTIC Homes



Data: EVMWD, Riverside County  
7/8/2022



**ELSINORE VALLEY MUNICIPAL WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FOR ENGINEERING DESIGN SERVICES FOR THE SEDCO HILLS SEPTIC TO SEWER  
PLANNING AND AVENUES SEPTIC TO SEWER PLANNING PROJECTS**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this day of \_\_\_\_\_ and between the Elsinore Valley Municipal Water District, a California municipal water district with its principal place of business at 31315 Chaney St., Lake Elsinore, CA 92531 ("District") and Carollo Engineers, Inc., a Corporation, with its principal place of business at 5355 Mira Sorrento Place, Suite 270, San Diego, CA 92121 ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Engineering Design services to public clients, is licensed in the State of California, and is familiar with the plans of District.

**2.2 Project.**

District desires to engage Consultant to render such services for the Engineering Design Services for the Sedco Hills Septic to Sewer Planning and Avenues Septic to Sewer Planning Projects ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope and Schedule of Services.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Engineering Design consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from October 27, 2022 to December 31, 2026 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

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

in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

### **3.2 Fees and Payments.**

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Four Million One Hundred Ninety Thousand One Hundred Eighty-Five Dollars (\$4,190,185.00) without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

### **3.3 Responsibilities of Consultant.**

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

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling



necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "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. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. 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, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### **3.4 Representatives of the Parties.**

3.4.1 District's Representative. The District hereby designates Matthew Bates, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

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

### **3.5 Indemnification.**

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to District), indemnify and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury 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 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 damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

### 3.6 Insurance.

3.6.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

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

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's

insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-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. Such insurance shall be in an amount not less than \$5,000,000 per claim.

(e) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(f) All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the cancellation or expiration date. and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers.

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

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

employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.6.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII or equivalent, or as otherwise approved by the District.

3.6.4 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

3.6.5 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

### **3.7 Termination of Agreement.**

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

3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

### **3.8 Ownership of Materials and Confidentiality.**

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in

any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

### **3.9 Subcontracting/Subconsulting.**

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

### **3.10 General Provisions.**

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

**DISTRICT:**

Elsinore Valley Municipal Water District  
31315 Chaney St  
Lake Elsinore, CA 92531  
Attn: Matthew Bates  
Email: mbates@evmwd.net

**CONSULTANT:**

Carollo Engineers, Inc.  
2795 Mitchell Drive  
Walnut Creek, CA 92121  
Attn: Jeffrey R. Thornbury  
Email: JThornbury@carollo.com

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

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

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

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



3.10.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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

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

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

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

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

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

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.10.16 Federal Requirements. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award, as further detailed in Exhibit C attached to this Professional Services Agreement.

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

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

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

3.10.20 Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

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

**\*SIGNATURES ON THE FOLLOWING PAGE\***

**SIGNATURE PAGE TO THE  
PROFESSIONAL SERVICES AGREEMENT  
FOR ENGINEERING DESIGN SERVICES FOR THE SEDCO HILLS SEPTIC TO SEWER  
PLANNING AND AVENUES SEPTIC TO SEWER PLANNING PROJECTS**

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CAROLLO ENGINEERS, INC.:**

By:                     *Jeff R. Thornbury*                      
(Authorized Representative of Vendor)

Printed Name:                     Jeff Thornbury                    

Title:                     Vice President                    

Dated:                     October 16, 2022

**EXHIBIT A  
SCOPE OF SERVICES**

July 2022  
Sedco Hills (WO# C1909) and Avenues (WO# C2238)  
Septic to Sewer Planning – Engineering Design Services

A - 0

PROFESSIONAL SERVICES AGREEMENT



# SEDCO HILLS & AVENUES SEPTIC TO SEWER

Elsinore Valley Municipal Water District

## Scope of Work

### Background

Elsinore Valley Municipal Water District (EVMWD, District) is a publicly owned water and sewer service agency with approximately 46,000 water services and 36,600 sewer service connection, serving a population of approximately 157,000. The Sedco Hills area within the City of Wildomar and the Avenues area within the City of Lake Elsinore are two portions of the District service area that currently rely on septic tanks for wastewater disposal. This project includes the expansion of the District's sewer system into these two areas. The Project shall be broken out into two separate projects, with two phases identified for each area as follows:

### Project One – Sedco Hills Septic to Sewer

The Sedco Hills area is bound by Mission Trail to the West, I-15 to the east, Malaga Road to the north, and Lemon Street to the south. The project consists of installing approximately 40,000 linear feet of gravity sewer to service roughly 750 properties. In addition to the gravity system, the project will include lateral design and installation for each parcel, as well as the removal and/or abandonment of existing septic tanks.

### Project Two – Avenues Septic to Sewer

The Avenues area is bound by County Club Blvd on the west, Avenue 6 on the east, Mills Street on the north, and Lakeshore Drive on the south. The project consists of installing approximately 16,000 linear feet of gravity sewer to service roughly 250 properties. In addition to the gravity system, the project will include lateral design and installation for each parcel, as well as the removal and/or abandonment of existing septic tanks.

Each project will be further broken down into two phases:

Phase 1 will include preparation and submittal of the State's Technical Application Package as well as a Preliminary Design Report (PDR) and 30% design plans. (Tasks 1-5 below).

Phase 2 will be an optional award, and only undertaken after written authorization from the District. Phase 2 will include final design plans and specifications for construction, as well as services for bidding support and engineering services during construction. (Tasks 6-15). It is envisioned that the Phase 2 services will divide the work into six separate submittals and associated bid packages. Each bid package will be released separately, and construction periods will overlap in order to meet the project schedule.

### Tasks

Note, each project will have the same tasks for each phase. The only exception is Task 15 of Project One. This task only applies to the Project One area and is not required for Project Two.

## Exhibit "A"

## Sedco Hills &amp; Avenues Septic to Sewer – Scope of Work

**Phase 1 Services****Task 1 – Project Review**

Carollo will review the proposed project and existing reports, applications, and plans that have been developed to date. Any concerns or questions on the project or past work will be documents and presented to the District.

This task will also include coordination with the County of Riverside Department of Environmental Health (RDEH) on septic tank abandonment and removal, as well as coordination with the Cities of Wildomar and Lake Elsinore on installation of the gravity sewer pipeline.

Lastly, this task will include coordination with the District's environmental consultant to prepare required exhibits, plans, or descriptions for use in the planned Initial Study/Mitigated Negative Declaration (IS/MND)

*Deliverables: Questions or needed information from the District (as required). Permitting plan outlining the required agency permits and expected time frames. Environmental exhibits requested by the environmental consultant (as required).*

**Task 2 – Kickoff Meeting**

After notice to proceed, a kickoff meeting will be held with the District. The kickoff meeting shall take place at the District offices and be run by and facilitated by Carollo. The kickoff meeting will serve to introduce project team members, discuss, and refine the scope of work, and document Carollo's planned approach to delivery of the project. Discussion points will include the project schedule, upcoming scope items, and findings from Task 1.

*Deliverables: Kickoff meeting agenda and meeting minutes following the meeting.*

**Task 3 – Technical Application Package**

Carollo will prepare the Technical Application Package required as part of the Clean Water State Revolving Fund (CWSRF) Grant Application. Preparation of the Technical Application Package will also include creation of the required Project Report in the CWSRF format. The goal is to submit the Technical Application Package as soon as possible, with a date no later than March 3, 2023.

*Deliverables: Complete and submit the Technical Application Package as a part of the CWSRF submittal. Draft and final versions of the Project Report to be included in the application package.*

**Task 4 – Surveying Services**

Carollo has contracted with Cal Vada Surveying Inc. to provide surveying services for the project. In general, the survey work performed will include a flown aerial survey, supplemented with additional ground survey as required. Survey work will include dipping existing sewer and storm drain infrastructure, as well as surveying the location of planned potholes (task 7).

For a detailed scope of work for surveying, see Appendix B1 and B2 for Cal Vada's detail scope of work.

**Task 5 – Preliminary Design**

Carollo will prepare a preliminary design package to include a preliminary design report (PDR) and 30% design plans.

**Task 5.1 – Site Investigations**

Carollo will perform site investigations that includes walking all alignments within the project area. Field notes and pictures will be taken to confirm the location and condition of existing utilities, as well as identify specific design constraints such as elevations of lots compared to roadway grades. Site investigations will

## Exhibit "A"

Sedco Hills & Avenues Septic to Sewer – Scope of Work include attempts to locate existing septic tank infrastructure and will include discussions with property owners and residents who are available.

#### *Task 5.2 – Preliminary Design Report*

Carollo will prepare a preliminary design report to document the technical elements of the project. The PDR will include discussions on pipeline alignments, required easements, required permitting, pipe material, hydraulic capacity, probable construction cost, local stormwater requirements, as well as preliminary 30% design level plans (subtask 5.3). The alignments shown in the PDR will include and consider a search of existing utilities as well as planned utility projects within the project area. Submittal of the PDR will be in draft and final formats. Approximately three weeks after submittal of the draft PDR, a PDR workshop review meeting will be held with the District to review the PDR, discuss comments, and set a plan for the continuation of the project.

#### *Task 5.2 – 30% Design Plans, Specifications, and Estimate*

Carollo will prepare 30% design level plans as a part of the preliminary design. Preliminary plans will include all alignments within the project area; however, they will not yet be broken down by associate bid phases or packages. 30% design plans will show all documented existing utilities, and well as plan view alignments for each gravity sewer line. Plan view alignments will show existing grades at the centerline of the new pipe. 30% design plans may show preliminary profiles for new sewer lines; however, all grades will be preliminary and lateral elevations will not be confirmed at this stage. 30% design plans will include references to typical / standard details, however all details may not be included or developed at this stage.

The 30% design will not include detailed technical specifications; however, it will include a table of contents outlining expected technical sections. The 30% design level estimate will be based off the 30% design drawings, and include contingencies, assumptions, and estimates typical for a 30% design level.

*Deliverables: Draft and final PDR documents, including 30% design level plans. Field notes and pictures from site walks as requested. Draft PDR will be submitted as an electronic searchable PDF, in tandem with three (3) printed hard copies. Final PDR will be submitted in an electronic searchable PDF format.*

### **Phase 2 Services (Optional Award)**

#### **Task 6 – Geotechnical**

Carollo has contacted with Ninyo and Moore Inc. (Ninyo) to provide geotechnical services for the project. In general, geotechnical services will include one boring every 1,000 linear feet along the proposed pipeline alignments. Borings are planned to extend at least five feet below the planned invert elevation of the pipeline.

After field investigations have been performed, Ninyo will provide draft and final versions of a geotechnical report summarizing the geotechnical findings. For a detailed scope of work, see Appendix C for Ninyo's detailed scope of work.

*Deliverables: Draft and final versions of the geotechnical report. Planned boring maps for approval and review prior to field work. Boring logs as a part of the geotechnical report.*

#### **Task 7 – Potholing of Existing Utilities**

Carollo has contracted with Kana Subsurface Engineering (KSE) to perform potholing work for the project. In general, potholing work will be done to confirm the location and depth of existing utilities in the project area. Initially, a planned potholing map will be developed and submitted to the District, outlining the location and existing utility for the planned potholes. Once approved by the District, field potholing work will be performed to attempt the verify the location and depth of the target existing utility. Pothole findings will

## Exhibit "A"

Sedco Hills & Avenues Septic to Sewer – Scope of Work  
 be summarized in a pothole summary report and used to further the design of the project. For a detailed scope of work, see Appendix D1 and D2 for KSE's detailed scope of work.

#### Task 8 – 60% Submittal Plans, Specifications, and Estimate (PS&E)

Carollo will prepare a 60% design package to include 60% design level plans, specifications, and project cost estimate. Unlike the 30% design level, the 60% design level submittals will be completed as six separate packages or phases. Each package or phase will be submitted to the District separately, on a rolling schedule with an expected timeline of May 2023 to January 2024.

##### Task 8.1 – 60% Design Level Plans

This task includes the development of 60% design level plans. The 60% design level plans will address comments received on the 30% design level plans as a part of the preliminary design review, as well as progress the design forward to the 60% level. The 60% design will include vertical layouts for all sewer mains, and planned elevations for lateral installations. The plans will identify critical project components, such as existing tie in elevations, required grinder pumps, easements, and critical crossing utilities. Typical / standard details will be incorporated into the project plans and reference on the relevant sheets.

##### Task 8.2 – 60% Design Specifications

This task includes development of 60% design level specifications. This set will include draft technical specifications required as a part of the project, paired with front end specification documents to be provided by the District.

##### Task 8.3 – 60% Design Cost Estimate

This task includes development of a 60% design level cost estimate. The 60% design cost estimate will incorporate comments received from the preliminary design review, as well as reflect updated quantities, designs, and project components added since the 30% design level. The 60% design level estimate will be based off the 60% design drawings, and include contingencies, assumptions, and estimates typical for a 60% design level.

The 60% design package will be submitted to the District in an electronic searchable PDF, in tandem with three (3) printed hard copies. Approximately 3 weeks after submittal of the draft 60% design package, a design review workshop will be held with the District. The design review workshop will take place in person at the District's office and will provide a workshop for the District to collaborate with the Carollo team and discuss the 60% design package.

*Deliverables: 60% design package including 60% design level plans, specifications, and estimate. Electronic PDF and three (3) hard copy prints.*

#### Task 9 – 90% Submittal PS&E

Carollo will prepare a 90% design package to include 90% design level plans, specifications, and project cost estimate. Identical to the 60% design level submittals, the 90% design submittals will be completed as six separate packages or phases. Each package or phase will be submitted to the District separately, on a rolling schedule with an expected timeline of July 2023 to February 2024.

##### Task 9.1 – 90% Design Level Plans

This task includes the development of 90% design level plans. The 90% design level plans will address comments received on the 60% design level plans as a part of the 60% design review workshop, as well as progress the design forward to the 90% level. The 90% design will refine vertical layouts for all sewer mains, and detail elevations for lateral installations. The plans will identify critical project components, such as



## Exhibit "A"

Sedco Hills & Avenues Septic to Sewer – Scope of Work  
existing tie in elevations, required grinder pumps, easements, and critical crossing utilities. Typical / standard details will be incorporated into the project plans and reference on the relevant sheets.

*Task 8.2 – 90% Design Specifications*

This task includes development of 90% design level specifications. This set will include technical specifications required as a part of the project, paired with front end specification documents to be provided by the District. Technical specifications at this level will incorporate comments received at the 60% design review workshop.

*Task 8.3 – 90% Design Cost Estimate*

This task includes development of a 90% design level cost estimate. The 90% design cost estimate will incorporate comments received from the 60% design review workshop, as well as reflect updated quantities, designs, and project components added since the 60% design level. The 90% design level estimate will be based off the 90% design drawings, and include contingencies, assumptions, and estimates typical for a 90% design level.

The 90% design package will be submitted to the District in an electronic searchable PDF, in tandem with three (3) printed hard copies. Approximately 3 weeks after submittal of the draft 90% design package, a design review workshop will be held with the District. The design review workshop will take place in person at the District's office and will provide a workshop for the District to collaborate with the Carollo team and discuss the 90% design package.

*Deliverables: 90% design package including 90% design level plans, specifications, and estimate. Electronic PDF and three (3) hard copy prints.*

**Task 10 – Final Submittal PS&E**

Carollo will prepare a final design package to include final design level plans, specifications, and project cost estimate; these documents will be signed and sealed by a registered professional engineer and ready for construction. Identical to the 90% design level submittal, the final design submittals will be completed as six separate packages or phases. Each package or phase will be submitted to the District separately, on a rolling schedule with an expected timeline of August 2023 to March 2024.

*Task 9.1 – Final Design Level Plans*

This task includes the development of final design level plans for construction. The final design level plans will address comments received on the 90% design level plans as a part of the 90% design review workshop. Plans will be signed and sealed by a registered professional engineer and ready for construction.

*Task 8.2 – Final Design Specifications*

This task includes development of final design level specifications. This set will include all technical specifications required as a part of the project, paired with completed front end specification documents. Specifications will be signed and sealed by a registered professional engineer and ready for construction. Technical specifications at this level will incorporate comments received at the 90% design review workshop.

*Task 8.3 – Final Design Cost Estimate*

This task includes development of a final design level estimate of probable construction cost (EOPCC). The final design EOPCC will incorporate comments received from the 90% design review workshop and be formatted to match the front-end specifications and the Districts approved bid form. The final design EOPCC will be based off the final design drawings, and include contingencies, assumptions, and estimates typical for a final design level.

## Exhibit "A"

## Sedco Hills &amp; Avenues Septic to Sewer – Scope of Work

The final design package will be submitted to the District in an electronic searchable PDF.

*Deliverables: Final design package including final design level plans, specifications, and estimate. All files in electronic PDF.*

#### Task 11 – Bidding Services

This task includes support for the project during the bidding process, including creating addenda as required, answering requests for information (RFIs) received during the bidding process, and responding to bidder questions. The task also includes attending meetings, creating agendas, and creating project summary slides to be shared at the pre-bid meeting with contractors.

This task also includes bid evaluations services, to review received bids for the project, prepare a bid comparison table, and outline a recommended responsive low bidder.

This task also includes the preparation of conformed documents, incorporating all relevant addenda into one final set of plans and specifications for construction.

*Deliverables: Bid comparison matrix and bid evaluation memorandum. Project addenda as required, RFI/questions responses as required, and PDF versions of the Conformed Documents (plans and specs).*

#### Task 12 – Engineering Services During Construction

Carollo will provide construction support for the project during the construction phase. For the purposes of this Scope of Work, this work does not include providing on-site construction management and inspection services but is limited to Engineering Services During Construction. The work will include reviewing and responding to RFIs/submittals received from the contractor, creation of revised plans or specifications as required, attendance at on-site meetings or virtual meetings, and preparation of as-built record drawings based on contractors redlines.

*Deliverables: RFI response, submittal responses, documentation to support change order requests, attendance at monthly construction meetings, start-up assistance, final as built record drawings. Final Record Drawings will be delivered in PDF and native AutoCAD formats.*

#### Task 13 – Public Outreach

Carollo will coordinate with the District's third-party public outreach consultant to develop exhibits, graphics, narratives, and materials required to interface with the public and support the project.

#### Task 14 – Quality Assurance / Quality Control and Project Administration

This task includes managing the project team to track project progress, review budget updates, and coordinate workload and resources to keep the project on schedule and within budget. This task includes the preparation of monthly project progress reports, invoices, and updates to the project schedule. This task also includes the management of subconsultants and their associated scope, schedules, and budgets.

It is assumed that regular update calls will be scheduled to provide regular updates to the District. Additional nonstandard meetings may take place under this task, however specific design review meetings will be covered under the design tasks.

In addition to project management services, this task includes hours to perform quality assurance and quality control reviews of project deliverables. Reviews will be completed by a third-party internal resource, who was not directly involved in the preparation of the technical documents. Internal review documents can be provided to the District if requested.

*Deliverables: Monthly project progress reports, invoices, and associated updates. QA/QC review paperwork as requested.*

## Exhibit "A"

## Sedco Hills &amp; Avenues Septic to Sewer – Scope of Work

**Task 15 – Mission Trail Capacity Improvements**

Within the District’s existing collection system, the corridor of Mission Trail directly west of the Sedco Hills project area has been identified as capacity deficient. There is potential that the addition of new sewer flows from the Sedco Hills area may worsen the capacity issues in the current system and require an upsizing of the sewer line along this corridor.

Fortunately, there is a deep gravity sewer to the north, near the intersection of Malaga Road and Mission Trail that may serve to allow for a new gravity line alleviating the capacity issues in the current system. This alternative will be studied in the PDR, and if warranted be taken to final design and construction as a part of the project.

If this part of the project moves forward, this task will cover additional effort for the design of a seventh package or phase to include final, for construction documents for the Mission Trail capacity improvements. This will include milestone submittals at the 60, 90, and final design levels. In addition, work in this task will cover the support during the bidding and procurements phase, as well as additional effort for the construction phase of this portion of the project. Subtasks within the design, bidding, and construction phases will be identical to those shown above for Project 1 and 2.

*Deliverables: 60, 90, and Final design submittals includes plans, specifications, and estimates for the Mission Trail capacity improvements.*

*Bid comparison matrix and bid evaluation memorandum. Project addenda as required, RFI/questions responses as required, and PDF versions of the Conformed Documents (plans and specs).*

*RFI response, submittal responses, documentation to support change order requests, attendance at monthly construction meetings, start-up assistance, final as built record drawings. Final Record Drawings will be delivered in PDF and native AutoCAD formats.*

**Optional Tasks**

If requested during the design, Carollo can provide the following additional services.

**Septic Tank Coordination (Pumping Companies)**

Carollo will reach out to existing septic tank pumping companies to obtain records (if available) and information on existing septic tanks throughout the project area. This task may include additional field meetings, specific review of target parcels, or simply data transfer from pumping companies to Carollo. Any obtained records will be shared with the District upon request.

**Ground Penetrating Radar (GPR) Pavement Analysis**

Carollo will contract with a specialized subconsultant to provide GPR analysis of the existing pavement in the project area. The main goal of the GPR analysis will be to obtain current pavement thickness data for the project area. This information can be used to negotiate with the Cities upon pavement replacement, as well as provided to the contractors during the bidding process to further define the project conditions.

## Exhibit "A"

## Sedco Hills &amp; Avenues Septic to Sewer – Scope of Work

**Assumptions**

- The rates shown in the estimates are valid through July 31, 2026.
- Estimate costs for potholing include 70 potholes split between projects 1 and 2. Assumed 50 potholes for Project 1 and 20 potholes for Project 2.
- The assumptions for Plat and Legal preparation includes up to 35 easements.
- Costs shown in the Geotechnical estimates do not include patching with hot mix asphalt.
- ODC Costs shown include travel costs (including mileage) and printing and reproduction.
- Comments returned on milestone submittals will be consolidated into one comment set or matrix and returned within the allotted time on the schedule.
- Work on the SRF application is limited to completion of the Technical Package
- Consultant is not responsible for damage or delay in performance caused by events beyond the reasonable control of Consultant. In the event Consultant's services are suspended, delayed or interrupted for the convenience of the District or delays occur beyond the reasonable control of Consultant, an equitable adjustment in Consultant's time of performance and cost of Consultant's personnel and subcontractors may be made.
- The District shall furnish Consultant available studies, reports, and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by the District or others in performing Consultant's services hereunder.
- The District shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the District's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that the District's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.
- The services to be performed by Consultant are intended solely for the benefit of the District. No person or entity not a signatory to the Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of Consultant's services hereunder.
- As built documents received from agencies, including the District, can be assumed to be accurate records and can be relied upon where project specific potholing is not performed.

Exhibit "A"

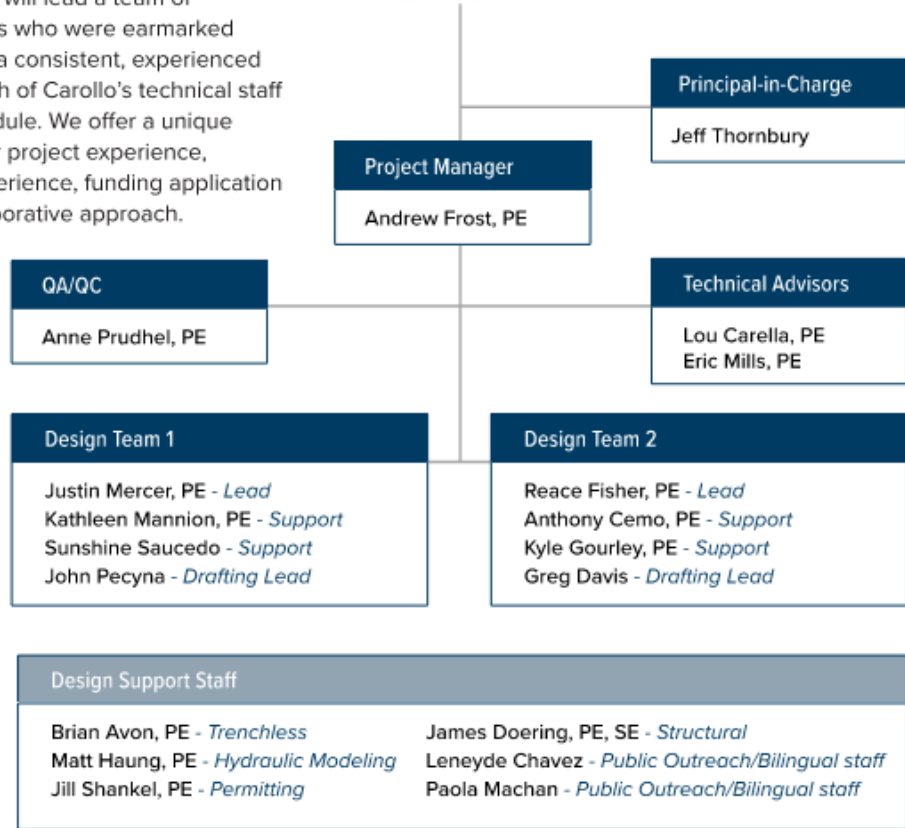
Sedco Hills & Avenues Septic to Sewer – Scope of Work

Key Personnel

**A CONSULTANT TEAM THAT HAS DONE IT BEFORE**

Project Manager Andrew Frost will lead a team of experienced pipeline designers who were earmarked for your project. This will yield a consistent, experienced team backed by the full breadth of Carollo's technical staff as required to meet your schedule. We offer a unique combination of septic-to-sewer project experience, significant pipeline design experience, funding application knowledge, and a highly collaborative approach.

The success of your project rests in the qualifications, experience, and commitment of your consultant team—a team that you can partner with for the next 4 years. Finding the "right fit" for EVMWD is paramount. The Carollo team has worked together on nearly identical septic-to-sewer projects, and we have put together an organization chart with two design teams led by experienced engineers. These design teams can divide the work and conquer separate basins concurrently, accelerating delivery.



Resumes for all primary staff are included in an appendix.



**Andrew Frost, PE**

PROJECT MANAGER

**RESPONSIBILITIES:** Andrew will be the primary point-of-contact for the District. He will be responsible for all aspects of project delivery, including responsiveness, quality, and timeliness of milestones and deliverables.

**★ VALUE TO EVMWD:** Andrew has more than 14 years of experience in civil engineering design and project management, including pipelines, sewer mains, storm drains, potable/recycled water, condition assessment, dry utilities, roadway, grading, and site design, with over a decade working on large collection system implementation projects. Specifically, he will bring many lessons learned from his past experience as the engineer of record, as well as his current assignment as project manager, for the completion of construction and startup of the Hi-Desert Water District (HDWD) septic-to-sewer project.

**Subconsultants**

- Calvada Survey - Easements
- Ninyo & Moore - Geotechnical
- Kana Subsurface Engineering - Pathology
- Optional - Pavement GPR
- Optional - Private Connection Consultant

Exhibit "A"


Sedco Hills & Avenues Septic to Sewer – Scope of Work



**Jeff Thornbury**

PRINCIPAL-IN-CHARGE

**RESPONSIBILITIES:** Jeff will confirm that Carollo resources are available, that contractual obligations are met, and that our team provides client service to the EVMWD project team.

 **VALUE TO EVMWD:** Jeff is Carollo's Senior Client Manager for the Southern California region. Knowledge gained from 37 years of water and wastewater engineering planning and design experience allows him to anticipate challenges that arise during any project. He takes a proactive role in every project, resulting in the completion of projects on time and within budget.

## Exhibit "A"



Sedco Hills / Avenues Septic to Sewer Planning  
Fee Estimate Summaries  
Elsinore Valley Municipal Water District

	Carollo Labor	PECE <sup>(1)</sup>	Subconsultant <sup>(2)</sup>	ODC	Total Fee \$
<b>Phase 1 Services - Project 1 - Sedco Hills</b>					
1 Project Review	70,700	3,692	0	0	74,392
2 Kick-Off Meeting	4,466	234	0	250	4,950
3 Technical Application Package	39,272	2,704	0	0	41,976
4 Survey Services	2,020	130	196,859	0	199,009
5 Preliminary Design	453,962	32,188	52,500	11,450	550,100
Subtotal Phase 1 Project 1	570,420	38,948	249,359	11,700	870,427
<b>Phase 2 Services (Optional Award)- Project 1 - Sedco Hills</b>					
6 Geotechnical Services	5,472	364	195,920	0	201,756
7 Potholing and Existing Utilities	5,680	390	161,039	0	167,109
8 60% Submittal: Plans, Specifications & Estimate	272,102	20,046	127,575	800	420,523
9 90% Submittal: Plans, Specifications & Estimate	147,942	10,881	0	800	159,623
10 Final Submittal: Plans, Specifications & Estimate	83,308	6,357	0	0	89,665
11 Bidding Services	86,780	6,188	0	800	93,768
12 Engineering Services During Construction	490,276	32,500	0	5,800	528,576
13 Public Outreach	76,604	5,668	0	0	82,272
14 Quality Assurance/Quality Control & Project Administration	98,698	4,706	0	5,000	108,404
15 Mission Trail Capacity Improvements	184,744	13,260	34,014	2,000	234,018
Subtotal Phase 2 Project 1	1,451,606	100,360	518,547	15,200	2,085,713
Total Fee Project 1 Sedco Hills (Phase 1 + Phase 2)	2,022,026	139,308	767,906	26,900	2,956,140
<b>Phase 1 - Services Project 2 - Avenues</b>					
1 Project Review	31,428	1,638	0	0	33,066
2 Kick-Off Meeting	4,466	234	0	250	4,950
3 Technical Application Package	38,136	2,652	0	0	40,788
4 Survey Services	2,020	130	74,918	0	77,068
5 Preliminary Design	188,866	13,676	15,750	5,300	223,592
Subtotal Phase 1 Project 2	264,916	18,330	90,668	5,550	379,464
<b>Phase 2 Services (Optional Award) - Project 2 - Avenues</b>					
6 Geotechnical Services	4,248	286	77,250	0	81,784
7 Potholing and Existing Utilities	4,636	312	77,825	0	82,773
8 60% Submittal: Plans, Specifications & Estimate	109,282	7,696	0	400	117,378
9 90% Submittal: Plans, Specifications & Estimate	68,616	4,654	0	400	73,670
10 Final Submittal: Plans, Specifications & Estimate	43,082	3,016	0	0	46,098
11 Bidding Services	52,514	3,718	0	400	56,632
12 Engineering Services During Construction	264,384	17,238	0	2,650	284,272
13 Public Outreach	47,584	3,328	0	0	50,912
14 Quality Assurance/Quality Control & Project Administration	54,923	2,639	0	3,500	61,062
Subtotal Phase 2 Project 2	649,269	42,887	155,075	7,350	854,581
Total Fee Project 2 Avenues (Phase 1 + Phase 2)	914,185	61,217	245,743	12,900	1,234,045
<b>Total Fee Both Projects Phase 1 (Project 1 + Project 2)</b>	<b>835,336</b>	<b>57,278</b>	<b>340,027</b>	<b>17,250</b>	<b>1,249,891</b>
<b>Total Fee Both Projects Phase 2 (Project 1 + Project 2)</b>	<b>2,100,875</b>	<b>143,247</b>	<b>673,622</b>	<b>22,550</b>	<b>2,940,294</b>
<b>Total Fee Both Projects All Phases (Project 1 + Project 2)</b>	<b>2,936,211</b>	<b>200,525</b>	<b>1,013,649</b>	<b>39,800</b>	<b>4,190,185</b>

(1) Project Equipment Communication Expense (PECE) are overhead costs that are not included in Carollo's labor overhead. The PECE rate recovers Carollo's costs related to computers, printers and software, network communication, information security, and other information technology costs. Carollo recovers PECE overhead on a per labor hour basis rather than on a labor multiplier which more accurately reflects how costs are accounted for at Carollo.

(2) Subconsultant fees shown on this summary page include a 5% subconsultant markup. For exact fees and associated markup, see the detail sheets on the following pages

\* Note: All phase 2 services shown are optional awards, and will only be performed after written authorization from EVMWD.

Exhibit "A"



Sedco Hills / Avenues Septic to Sewer Planning:

Project 1 Phase 1

EVMWD

Task	Sub Task	Description	Category	Name	Hourly Bill Rate	Labor					Subtotal		Subconsultant & Expenses			PECE	Total Fee \$												
						Principal In Charge	Project Manager	Principal Engineer	Sr. Engineer	Assistant Engineer	Sr. Technician	Technician	Document Processing	Public Relations	Total Labor Hours			Total Labor Fee	Subconsultants	ODCs	Travel								
						295	284	269	234	164	194	144	139	109															
1	o	Project Review				4	80	0	200	0	0	0	0	0	284	70,700	-	5%	-	-	-	13	3,692	74,392					
	1	General Project and Document Review				2	40		120						162	40,030	-	-	-	-		2,106	42,136						
	2	Permitting Coordination				2	20		40						62	15,630	-	-	-	-		806	16,436						
	3	Environmental Coordination					20		40						60	15,040	-	-	-	-		780	15,820						
2	o	Kick-Off Meeting				4	4	0	8	0	0	0	2	0	18	4,466	-	-	-	250		234	4,950						
	1	Kick-Off Meeting				4	4		8				2		18	4,466	-	-	-	250		234	4,950						
3	o	Technical Application Package				0	20	8	40	100	0	24	16	0	208	39,272	-	-	-	-		2,704	41,976						
	1	CWSRF Technical Application Package					20		40	100		24	16		200	37,120	-	-	-	-		2,600	39,720						
	2	Application QA/QC						8							8	2,152	-	-	-	-		104	2,256						
4	o	Surveying Services				0	0	0	2	0	8	0	0	0	10	2,020	187,485	9,374	-	-		130	199,009						
	1	Office Research													-	-	9,900	495	-	-		-	10,395						
	2	Aerial Flight													-	-	49,125	2,456	-	-		-	51,581						
	3	Supplemental Ground Survey													-	-	105,460	5,273	-	-		-	110,733						
	4	Map Compilation / Surface Creation							2		8				10	2,020	13,250	663	-	-		130	16,063						
	5	Plat & Legals (35 parcels)													-	-	-	-	-	-		-	-						
	6	Pothole Survey (50 potholes)													-	-	9,750	488	-	-		-	10,238						
5	o	Preliminary Desgin				8	190	70	500	780	120	620	28	160	2,476	453,962	50,000	2,500	-	11,450		32,188	550,100						
	1	Site Investigations (5 teams @ 2ea)					80		160	400				160	800	143,200	-	-	-	11,450		10,400	165,050						
	2	Alignment Development					10		40	40					90	18,760	-	-	-	-		1,170	19,930						
	3	Hydraulic Modeling						10	80						90	21,410	-	-	-	-		1,170	22,580						
	4	Material Selection				2	10		20				8		40	9,222	-	-	-	-		520	9,742						
	5	30% Plans				2	40		100	200	80	560			982	164,310	-	-	-	-		12,766	177,076						
	6	Draft and Final PDR				2	40		80	100		40	16		278	55,054	-	-	-	-		3,614	58,668						
	7	Base File Creation							40						40	6,560	50,000	2,500	-	-		520	59,580						
	8	Cost Estimate (30%)				2	10		20		40	20	4		96	19,306	-	-	-	-		1,248	20,554						
	9	Prelim Design QA/QC						60							60	16,140	-	-	-	-		780	16,920						
<b>Total Hours</b>						<b>16</b>	<b>294</b>	<b>78</b>	<b>750</b>	<b>880</b>	<b>128</b>	<b>644</b>	<b>46</b>	<b>160</b>	<b>2,996</b>														
<b>Total Price</b>						<b>4,720</b>	<b>83,496</b>	<b>20,982</b>	<b>175,500</b>	<b>144,320</b>	<b>24,832</b>	<b>92,736</b>	<b>6,394</b>	<b>17,440</b>	<b>570,420</b>	<b>237,485</b>	<b>11,874</b>	<b>0</b>	<b>11,700</b>	<b>38,948</b>			<b>870,427</b>						



Exhibit "A"



Sedco Hills / Avenues Septic to Sewer Planning:  
Project 1 Phase 2 (Optional Award)  
EVMWD

Task	Sub Task	Description	Name	Hourly Bill Rate	Labor							Subtotal		Subconsultant & Expenses			PECE	Total Fee \$			
					Principal In Charge	Project Manager	Principal Engineer	Sr. Engineer	Assistant Engineer	Sr. Technician	Technician	Document Processing	Public Relations	Total Labor Hours	Total Labor Fee	Subconsultants			ODCs	Travel	
					295	284	269	234	164	194	144	139	109			5%					
6	o	Geotechnical					16				12								13		
	1	Coordination and Review					16				12										
	2	Permit Acquisition																			
	3	Site Recon and Markout																			
	4	Subsurface Investigation																			
	5	Lab Analysis																			
	6	Data Compilation																			
	7	Draft Report																			
	8	Comments and Final Report																			
7	o	Potholing and Existing Utilities					12				16										
	1	Potholing Field Work		2			12				16										
	2	Pothole Summary Report		2																	
	3	Permit Fees																			
	4	Traffic Control Plans																			
	5	Paving																			
8	o	60% Submittal: Plans, Tech Specs, and Cost Estimate					284	506	68		550	54									
	1	60% Plans		24			140	280	68		550										
	2	60% Specifications	4	12			96					40									
	3	60% Estimate		8			28	46				4									
	4	Easements (35 P&L + title reports)		12				180													
	5	Design review meetings (4)		20			20					10									
9	o	90% Submittal: Plans, Tech Specs, and Cost Estimate					172	138	36		391	46									
	1	90% Plans		14			92	138	36		345										
	2	90% Specifications	4	10			42					30									
	3	90% Estimate		6			18				46	6									
	4	Design review meetings (4)		20			20					10									
10	o	Final Submittal: Plans, Tech Specs, and Cost Estimate					80	92	12		255	26									
	1	Final Plans		12			46	92	12		255										
	2	Final Specifications	2	6			24					20									
	3	Final Estimate		4			10					6									
11	o	Bidding Services					84	120	0		152	60									
	1	Pre-bid Meetings (4)		16			24					12									
	2	Bidder Questions / RFI Responses		10			40	80			60	16									
	3	Addenda		4			20	40				16									
	4	Conformed Documents		6			24				92	16									
12	o	Engineering Services During Construction					570	730	0		700	40									
	1	Pre-construction Meetings (4)		16			24					12									
	2	RFI / Submittal Responses					80	120	280			16									
	3	Change Order Support					40	80	100												
	4	Construction Meetings					200	140				12									
	5	Record Drawings					20	80				450									
	6	Field Orders (Laterals)					80	150	350		250										
13	o	Public Outreach					50	120	0		200	16									
	1	Public Outreach Support		50			50	120			200	16									
14	o	Quality Assurance/Quality Control and Project Administration					0	0	0		0	12									
	1	QA/QC Reviews		10			180														
	2	Project Management (Invoices, Progress Reports, Schedule)		20			140					12									
	3	Printing																			
15	o	Mission Trail Capacity Improvements					180	280	16		400	32									
	1	60% Design Submittal		24			12	60	100	8	160	10									
	2	90% Design Submittal		12			8	40	60	4	100	10									
	3	Final Design Submittal		6			20	40	40	4	60	8									
	4	Bidding Services		4			6					4									
	5	Engineering Services During Construction					40	60	80		80										
	6	Geotechnical Deep Borings																			
<b>Total Hours</b>					76	916	200	1,448	1,986	132	2,676	286	0	7,720							
<b>Total Price</b>					22,420	260,144	53,800	338,832	325,704	25,608	385,344	39,754	0	1,451,606	493,854	24,693	5,000	10,200	100,360	2,085,713	

Exhibit "A"



Sedco Hills / Avenues Septic to Sewer Planning:  
Project 2 Phase 1  
EVMWD

Task	Sub Task	Description	Category	Labor							Subtotal		Subconsultant & Expenses			PECE	Total Fee \$			
				Principal In Charge	Project Manager	Principal Engineer	Sr. Engineer	Assistant Engineer	Sr. Technician	Technician	Document Processing	Public Relations	Total Labor Hours	Total Labor Fee	Subconsultants			ODCs	Travel	
Name	Hourly Bill Rate			295	284	269	234	164	194	144	139	109			5%					
1	o	Project Review		4	34	0	88	0	0	0	0	0	126	31,428	-	-	-	13	33,066	
	1	General Project and Document Review		2	18		52						72	17,870	-	-	-	936	18,806	
	2	Permitting Coordination		2	8		18						28	7,074	-	-	-	364	7,438	
	3	Environmental Coordination			8		18						26	6,484	-	-	-	338	6,822	
2	o	Kick-Off Meeting		4	4	0	8	0	0	0	2	0	18	4,466	-	-	-	234	4,950	
	1	Kick-Off Meeting		4	4		8				2		18	4,466	-	-	250	234	4,950	
3	o	Technical Application Package		0	16	8	40	100	0	24	16	0	204	38,136	-	-	-	2,652	40,788	
	1	CWSRF Technical Application Package			16		40	100		24	16		196	35,984	-	-	-	2,548	38,532	
	2	Application QA/QC				8							8	2,152	-	-	-	104	2,256	
4	o	Surveying Services		0	0	0	2	0	8	0	0	0	10	2,020	71,350	3,568	-	130	77,068	
	1	Office Research											-	-	4,300	215	-	-	4,515	
	2	Aerial Flight					2		8				10	2,020	24,375	1,219	-	130	27,744	
	3	Supplemental Ground Survey											-	-	30,550	1,528	-	-	32,078	
	4	Map Compilation / Surface Creation											-	-	7,250	363	-	-	7,613	
5	o	Preliminary Design		8	80	30	216	232	50	264	22	150	1,052	188,866	15,000	750	-	5,300	13,676	223,592
	1	Site Investigations (5 teams @ 2ea)			30		60	60				150	300	48,750	-	-	-	5,300	3,900	57,950
	2	Alignment Development			4		24	24					52	10,688	-	-	-	-	676	11,364
	3	Hydraulic Modeling				6	40						46	10,974	-	-	-	-	598	11,572
	4	Material Selection		2	4		8				4		18	4,154	-	-	-	-	234	4,388
	5	30% Plans		2	18		40	80	30	240			410	68,562	-	-	-	-	5,330	73,892
	6	Draft and Final PDR		2	18		32	44		16	16		128	24,934	-	-	-	-	1,664	26,598
	7	Base File Creation						24					24	3,936	15,000	750	-	-	312	19,998
	8	Cost Estimate (30%)		2	6		12		20	8	2		50	10,412	-	-	-	-	650	11,062
	9	Prelim Design QA/QC				24							24	6,456	-	-	-	-	312	6,768
<b>Total Hours</b>				<b>16</b>	<b>134</b>	<b>38</b>	<b>354</b>	<b>332</b>	<b>58</b>	<b>288</b>	<b>40</b>	<b>150</b>	<b>1,410</b>							
<b>Total Price</b>				<b>4,720</b>	<b>38,056</b>	<b>10,222</b>	<b>82,836</b>	<b>54,448</b>	<b>11,252</b>	<b>41,472</b>	<b>5,560</b>	<b>16,350</b>	<b>264,916</b>	<b>86,350</b>	<b>4,318</b>	<b>0</b>	<b>5,550</b>	<b>18,330</b>	<b>379,464</b>	

Exhibit "A"



Sedco Hills / Avenues Septic to Sewer Planning:  
Project 2 Phase 2 (Optional Award)  
EVMWD

Task	Sub Task	Description	Category	Name	Hourly Bill Rate	Labor									Subtotal		Subconsultant & Expenses			PECE	Total Fee \$	
						Principal In Charge	Project Manager	Principal Engineer	Sr. Engineer	Assistant Engineer	Sr. Technician	Technician	Document Processing	Public Relations	Total Labor Hours	Total Labor Fee	Subconsultants	ODCs	Travel			
						295	284	269	234	164	194	144	139	109			5%					
6	0	Geotechnical			0	0	0	12	0	0	10	0	0	0	22	4,248	73,571	3,679	-	-	13	81,784
	1	Coordination and Review					12				10				22	4,248	2,080	104	-	-	286	6,718
	2	Permit Acquisition													-	-	5,748	287	-	-	-	6,035
	3	Site Recon and Markout													-	-	1,980	99	-	-	-	2,079
	4	Subsurface Investigation													-	-	42,830	2,142	-	-	-	44,972
	5	Lab Analysis													-	-	6,175	309	-	-	-	6,484
	6	Data Compilation													-	-	6,204	310	-	-	-	6,514
	7	Draft Report													-	-	7,148	357	-	-	-	7,505
	8	Comments and Final Report													-	-	1,406	70	-	-	-	1,476
7	0	Potholing and Existing Utilities			0	2	0	10	0	0	12	0	0	24	4,636	74,120	3,706	-	-	312	82,774	
	1	Potholing Field Work				2		10			12			24	4,636	28,000	1,400	-	-	312	34,348	
	2	Pothole Summary Report												-	-	3,760	188	-	-	-	-	3,948
	3	Permit Fees												-	-	3,000	150	-	-	-	-	3,150
	4	Traffic Control Plans												-	-	10,560	528	-	-	-	-	11,088
	5	Paving												-	-	28,800	1,440	-	-	-	-	30,240
8	0	60% Submittal: Plans, Tech Specs, and Cost Estimate			4	46	0	154	104	24	230	30	0	592	109,282	-	-	-	400	-	7,696	117,378
	1	60% Plans				18		46	70	24	230			388	65,132	-	-	-	-	-	5,044	70,176
	2	60% Specifications			4	10		70						108	23,736	-	-	-	-	-	1,404	25,140
	3	60% Estimate				8		28	34					70	14,400	-	-	-	-	-	910	15,310
	4	Design Review Meetings (2)				10		10						26	6,014	-	-	-	400	-	338	6,752
9	0	90% Submittal: Plans, Tech Specs, and Cost Estimate			4	40	0	102	60	12	116	24	0	358	68,616	-	-	-	400	-	4,654	73,670
	1	90% Plans				12		28	36	12	116			204	34,896	-	-	-	-	-	2,652	37,548
	2	90% Specifications			4	10		46						78	17,286	-	-	-	-	-	1,014	18,300
	3	90% Estimate				8		18	24					50	10,420	-	-	-	-	-	650	11,070
	4	Design Review Meetings (2)				10		10						26	6,014	-	-	-	400	-	338	6,752
10	0	Final Submittal: Plans, Tech Specs, and Cost Estimate			4	20	0	58	36	8	92	14	0	232	43,082	-	-	-	-	-	3,016	46,098
	1	Final Plans				8		18	24	8	92			150	25,220	-	-	-	-	-	1,950	27,170
	2	Final Specifications			4	6		30						50	11,294	-	-	-	-	-	650	11,944
	3	Final Estimate				6		10	12					32	6,568	-	-	-	-	-	416	6,984
11	0	Bidding Services			0	36	0	54	80	0	82	34	0	286	52,514	-	-	-	400	-	3,718	56,632
	1	Pre-Bid Meetings (2)				12								16	3,964	-	-	-	400	-	208	4,572
	2	Bidder Questions / RFI Responses						20	40		24			106	19,494	-	-	-	-	-	1,378	20,872
	3	Addenda				6		16	40					72	13,398	-	-	-	-	-	936	14,334
	4	Conformed Documents				6		18			58			92	15,658	-	-	-	-	-	1,196	16,854
12	0	Engineering Services During Construction			0	256	0	330	400	0	320	20	0	1,326	264,384	-	-	-	2,650	-	17,238	284,272
	1	Pre-Construction Meetings (2)				12								16	3,964	-	-	-	150	-	208	4,322
	2	RFI / Submittal Responses						100	220					390	77,910	-	-	-	-	-	5,070	82,980
	3	Change Order Support				40		80	80					200	43,200	-	-	-	-	-	2,600	45,800
	4	Construction Meetings				100		60						166	43,274	-	-	-	2,500	-	2,158	47,932
	5	Record Drawings				24		50			200			274	47,316	-	-	-	-	-	3,562	50,878
	6	Field Orders (Laterals)				20		40	100		120			280	48,720	-	-	-	-	-	3,640	52,360
13	0	Public Outreach			0	40	0	40	80	0	80	16	0	256	47,584	-	-	-	-	-	3,328	50,912
	1	Public Outreach Support				40		40	80		80	16		256	47,584	-	-	-	-	-	3,328	50,912
14	0	Quality Assurance/Quality Control and Project Administration			26	80	85	0	0	0	0	12	0	203	54,923	-	-	3,500	-	-	2,639	61,062
	1	QA/QC Reviews				16		85						101	27,585	-	-	-	-	-	1,313	28,898
	2	Project Management (Invoices, Progress Reports, Schedule)				10		80						102	27,338	-	-	-	-	-	1,326	28,664
	3	Printing												-	-	-	-	3,500	-	-	-	3,500
<b>Total Hours</b>						38	520	85	760	760	44	942	150	0	3,299							
<b>Total Price</b>						11,210	147,680	22,865	177,840	124,640	8,536	135,648	20,850	0	649,269	147,691	7,385	3,500	3,850	42,887	854,582	

**EXHIBIT B  
SCHEDULE OF SERVICES**

July 2022  
Sedco Hills (WO# C1909) and Avenues (WO# C2238)  
Septic to Sewer Planning – Engineering Design Services

B-0

PROFESSIONAL SERVICES AGREEMENT



Sedco Hills / Avenues Septic to Sewer Planning:  
Project 1 Phase 2 (Optional Award)  
EVMWD

Task	Sub Task	Description	Name	Hourly Bill Rate	Labor						Subtotal		Subconsultant & Expenses			PECE	Total Fee \$				
					Principal In Charge	Project Manager	Principal Engineer	Sr. Engineer	Assistant Engineer	Sr. Technician	Technician	Document Processing	Public Relations	Total Labor Hours	Total Labor Fee			Subconsultants	ODCs	Travel	
					295	284	269	234	164	194	144	139	109			5%		13			
6	o	Geotechnical			0	0	0	16	0	0	12	0	0	28	5,472	186,590	9,330	-	-	364	201,756
	1	Coordination and Review						16			12			28	5,472	3,514	176	-	-	364	9,526
	2	Permit Acquisition												-	-	11,621	581	-	-	-	12,202
	3	Site Recon and Markout												-	-	5,280	264	-	-	-	5,544
	4	Subsurface Investigation												-	-	117,695	5,885	-	-	-	123,580
	5	Lab Analysis												-	-	16,550	828	-	-	-	17,378
	6	Data Compilation												-	-	16,446	822	-	-	-	17,268
	7	Draft Report												-	-	12,672	634	-	-	-	13,306
	8	Comments and Final Report												-	-	2,812	141	-	-	-	2,953
7	o	Potholing and Existing Utilities			0	2	0	12	0	0	16	0	0	30	5,680	153,370	7,669	-	-	390	167,109
	1	Potholing Field Work				2		12			16			30	5,680	72,000	3,600	-	-	390	81,670
	2	Pothole Summary Report												-	-	3,610	181	-	-	-	3,791
	3	Permit Fees												-	-	3,000	150	-	-	-	3,150
	4	Traffic Control Plans												-	-	23,760	1,188	-	-	-	24,948
	5	Paving												-	-	51,000	2,550	-	-	-	53,550
8	o	60% Submittal: Plans, Tech Specs, and Cost Estimate			4	76	0	284	506	68	550	54	0	1,542	272,102	121,500	6,075	-	800	20,046	420,523
	1	60% Plans				24		140	280	68	550			1,062	177,888	-	-	-	-	13,806	191,694
	2	60% Specifications			4	12		96				40		152	32,612	-	-	-	-	1,976	34,588
	3	60% Estimate				8		28	46			4		86	16,924	-	-	-	-	1,118	18,042
	4	Easements (35 P&L + title reports)				12			180					192	32,928	121,500	6,075	-	-	2,496	162,999
	5	Design review meetings (4)				20						10		50	11,750	-	-	-	800	650	13,200
9	o	90% Submittal: Plans, Tech Specs, and Cost Estimate			4	50	0	172	138	36	391	46	0	837	147,942	-	-	-	800	10,881	159,623
	1	90% Plans				14		92	138	36	345			625	104,800	-	-	-	-	8,125	112,925
	2	90% Specifications			4	10		42				30		86	18,018	-	-	-	-	1,118	19,136
	3	90% Estimate				6		18			46	6		76	13,374	-	-	-	-	988	14,362
	4	Design review meetings (4)				20		20				10		50	11,750	-	-	-	800	650	13,200
10	o	Final Submittal: Plans, Tech Specs, and Cost Estimate			2	22	0	80	92	12	255	26	0	489	83,308	-	-	-	-	6,357	89,665
	1	Final Plans				12		46	92	12	255			417	68,308	-	-	-	-	5,421	73,729
	2	Final Specifications			2	6		24				20		52	10,690	-	-	-	-	676	11,366
	3	Final Estimate				4		10				6		20	4,310	-	-	-	-	260	4,570
11	o	Bidding Services			16	44	0	84	120	0	152	60	0	476	86,780	-	-	-	800	6,188	93,768
	1	Pre-bid Meetings (4)			16	24						12		52	13,204	-	-	-	800	676	14,680
	2	Bidder Questions / RFI Responses				10		40	80		60	16		206	36,184	-	-	-	-	2,678	38,862
	3	Addenda				4		20	40			16		80	14,600	-	-	-	-	1,040	15,640
	4	Conformed Documents				6		24			92	16		138	22,792	-	-	-	-	1,794	24,586
12	o	Engineering Services During Construction			16	444	0	570	730	0	700	40	0	2,500	490,276	-	-	-	5,800	32,500	528,576
	1	Pre-construction Meetings (4)			16	24						12		52	13,204	-	-	-	800	676	14,680
	2	RFI / Submittal Responses				80		120	280			16		496	98,944	-	-	-	-	6,448	105,392
	3	Change Order Support				40		80	100					220	46,480	-	-	-	-	2,860	49,340
	4	Construction Meetings				200		140				12		352	91,228	-	-	-	5,000	4,576	100,804
	5	Record Drawings				20		80			450			550	89,200	-	-	-	-	7,150	96,350
	6	Field Orders (Laterals)				80		150	350		250			830	151,220	-	-	-	-	10,790	162,010
13	o	Public Outreach			0	50	0	50	120	0	200	16	0	436	76,604	-	-	-	-	5,668	82,272
	1	Public Outreach Support				50		50	120		200	16		436	76,604	-	-	-	-	5,668	82,272
14	o	Quality Assurance/Quality Control and Project Administration			30	140	180	0	0	0	0	12	0	362	98,698	-	-	5,000	-	4,706	108,404
	1	QA/QC Reviews				10		180						190	51,370	-	-	-	-	2,470	53,840
	2	Project Management (Invoices, Progress Reports, Schedule)				20		140				12		172	47,328	-	-	-	-	2,236	49,564
	3	Printing												-	-	-	-	5,000	-	-	5,000
15	o	Mission Trail Capacity Improvements			4	88	20	180	280	16	400	32	0	1,020	184,744	32,394	1,620	-	2,000	13,260	234,018
	1	60% Design Submittal				24		12	60	100	8	160	10	374	66,466	-	-	-	-	4,862	71,328
	2	90% Design Submittal				12		8	40	60	4	100	10	234	41,326	-	-	-	-	3,042	44,368
	3	Final Design Submittal				6		20	40	4	60	8		138	23,472	-	-	-	-	1,794	25,266
	4	Bidding Services			4	6						4		14	3,440	-	-	-	500	182	4,122
	5	Engineering Services During Construction				40		60	80		80			260	50,040	-	-	-	1,500	3,380	54,920
	6	Geotechnical Deep Borings												-	-	32,394	1,620	-	-	-	34,014
<b>Total Hours</b>					<b>76</b>	<b>916</b>	<b>200</b>	<b>1,448</b>	<b>1,986</b>	<b>132</b>	<b>2,676</b>	<b>286</b>	<b>0</b>	<b>7,720</b>							
<b>Total Price</b>					<b>22,420</b>	<b>260,144</b>	<b>53,800</b>	<b>338,832</b>	<b>325,704</b>	<b>25,608</b>	<b>385,344</b>	<b>39,754</b>	<b>0</b>	<b>1,451,606</b>	<b>493,854</b>	<b>24,693</b>	<b>5,000</b>	<b>10,200</b>	<b>100,360</b>	<b>2,085,713</b>	

Exhibit "B"



Sedco Hills / Avenues Septic to Sewer Planning:  
Project 2 Phase 1  
EVMWD

Task	Sub Task	Description	Category	Name	Hourly Bill Rate	Labor					Subtotal		Subconsultant & Expenses			PECE	Total Fee \$				
						Principal In Charge	Project Manager	Principal Engineer	Sr. Engineer	Assistant Engineer	Sr. Technician	Technician	Document Processing	Public Relations	Total Labor Hours			Total Labor Fee	Subconsultants	ODCs	Travel
					295	284	269	234	164	194	144	139	109			5%			13		
1	o	Project Review			4	34	0	88	0	0	0	0	0	126	31,428	-	-	-	1,638	33,066	
	1	General Project and Document Review			2	18		52						72	17,870	-	-	-	936	18,806	
	2	Permitting Coordination			2	8		18						28	7,074	-	-	-	364	7,438	
	3	Environmental Coordination				8		18						26	6,484	-	-	-	338	6,822	
2	o	Kick-Off Meeting			4	4	0	8	0	0	0	2	0	18	4,466	-	-	-	234	4,950	
	1	Kick-Off Meeting			4	4		8				2		18	4,466	-	-	250	234	4,950	
3	o	Technical Application Package			0	16	8	40	100	0	24	16	0	204	38,136	-	-	-	2,652	40,788	
	1	CWSRF Technical Application Package				16		40	100		24	16		196	35,984	-	-	-	2,548	38,532	
	2	Application QA/QC					8							8	2,152	-	-	-	104	2,256	
4	o	Surveying Services			0	0	0	2	0	8	0	0	0	10	2,020	71,350	3,568	-	130	77,068	
	1	Office Research												-	-	4,300	215	-	-	4,515	
	2	Aerial Flight						2		8			10	2,020	24,375	1,219	-	-	130	27,744	
	3	Supplemental Ground Survey												-	-	30,550	1,528	-	-	32,078	
	4	Map Compilation / Surface Creation												-	-	7,250	363	-	-	7,613	
5	o	Preliminary Design			8	80	30	216	232	50	264	22	150	1,052	188,866	15,000	750	-	5,300	13,676	223,592
	1	Site Investigations (5 teams @ 2ea)				30		60	60				150	300	48,750	-	-	-	5,300	3,900	57,950
	2	Alignment Development				4		24	24					52	10,688	-	-	-	-	676	11,364
	3	Hydraulic Modeling					6	40						46	10,974	-	-	-	-	598	11,572
	4	Material Selection			2	4		8				4		18	4,154	-	-	-	-	234	4,388
	5	30% Plans			2	18		40	80	30	240			410	68,562	-	-	-	-	5,330	73,892
	6	Draft and Final PDR			2	18		32	44		16	16		128	24,934	-	-	-	-	1,664	26,598
	7	Base File Creation							24					24	3,936	15,000	750	-	-	312	19,998
	8	Cost Estimate (30%)			2	6		12		20	8	2		50	10,412	-	-	-	-	650	11,062
	9	Prelim Design QA/QC					24							24	6,456	-	-	-	-	312	6,768
<b>Total Hours</b>					<b>16</b>	<b>134</b>	<b>38</b>	<b>354</b>	<b>332</b>	<b>58</b>	<b>288</b>	<b>40</b>	<b>150</b>	<b>1,410</b>							
<b>Total Price</b>					<b>4,720</b>	<b>38,056</b>	<b>10,222</b>	<b>82,836</b>	<b>54,448</b>	<b>11,252</b>	<b>41,472</b>	<b>5,560</b>	<b>16,350</b>	<b>264,916</b>	<b>86,350</b>	<b>4,318</b>	<b>0</b>	<b>5,550</b>	<b>18,330</b>	<b>379,464</b>	

Exhibit "B"



Sedco Hills / Avenues Septic to Sewer Planning:
Project 2 Phase 2 (Optional Award)
EVMWD

Table with columns: Task, Sub Task, Description, Category, Labor (Principal In Charge, Project Manager, Principal Engineer, Sr. Engineer, Assistant Engineer, Sr. Technician, Technician, Document Processing, Public Relations), Subtotal (Total Labor Hours, Total Labor Fee), Subconsultant & Expenses (Subconsultants, ODCs, Travel), PECE, Total Fee \$.

## EXHIBIT C

### FEDERAL FUNDING REQUIREMENTS

#### FEDERAL CONTRACT PROVISIONS

During the performance of this contract, the “Consultant” shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term “District” shall mean the Elsinore Valley Municipal Water District entering into this contract with the Consultant.

#### REQUIRED CONSULTANT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. Section 4.6 of the Agreement includes administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the Agreement and includes provisions for termination for cause or convenience by District, including the manner by which it will be effected and the basis for settlement.

Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a “federally assisted construction contract” in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

The Consultant will not discriminate against any employee or Consultant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that Consultants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and Consultants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified Consultants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Consultant will not discharge or in any other manner discriminate against any employee or Consultant for employment because such employee or Consultant has inquired about, discussed, or disclosed the compensation of the employee or Consultant or another employee or Consultant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or Consultants as a part of such employee's essential job functions discloses the compensation of such other employees or



Consultants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and Consultants for employment.

The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering District may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering District, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The Consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the Consultant so participating is a State or local government, the above equal opportunity clause is not applicable to any District, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Consultant agrees that it will assist and cooperate actively with the administering District and the Secretary of Labor in obtaining the compliance of consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor,

that it will furnish the administering District and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering District in the discharge of the District's primary responsibility for securing compliance.

The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subConsultants by the administering District or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Consultant agrees that if it fails or refuses to comply with these undertakings, the administering District may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Consultant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Consultant; and refer the case to the Department of Justice for appropriate legal proceedings.

Appendix II to Part 200 (D) – Davis-Bacon Act:

If this contract is in excess of \$2,000 and if required by Federal program legislation, Consultant must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

If applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Consultants are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, Consultants are required to pay wages not less than once a week.

Appendix II to Part 200 (D) – Copeland "Anti-Kickback" Act:

Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3) as may be applicable, which are incorporated by reference into this contract. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act. The Act provides that each Consultant or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding District.

Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Consultant or subConsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subConsultant or lower tier subConsultant with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subConsultant as provided in 29 C.F.R. § 5.12.

Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Overtime Requirements. No Consultant or subConsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant and any subConsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subConsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor

withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subConsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subConsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

Subcontracts. The Consultant or subConsultant shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subConsultant or lower tier subConsultant with the clauses set forth in paragraphs (ii) through (v) of this Section.

Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding District.

The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal District, other than the Tennessee Valley Authority, and any Consultant for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal awarding District and the appropriate Environmental Protection District Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal awarding District and the appropriate Environmental Protection District Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by District. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subConsultants performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the District in writing immediately if Consultant or its subConsultants are not in compliance during the term of this contract.

Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the District the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any District, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding District.

Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection District (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **ACCESS TO RECORDS & RECORD RETENTION**

Access to Records. The following access to records requirements apply to this contract:

The Consultant agrees to provide the State, District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the District and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **MISCELLANEOUS PROVISIONS**

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS District officials without specific FEMA preapproval.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the District, Consultant, any subConsultants or any other party pertaining to any matter resulting from the contract.

Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant’s actions pertaining to this contract.