

Western Municipal Water District

Riverside, CA

Request for Proposal

Supervisory Control and Data Acquisition (SCADA) Master Plan & Implementation

RFP: IT-SCADA09



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1.0 INTRODUCTION

Western Municipal Water District requests proposals from qualified firms to provide a multidisciplinary approach (design and technical) to evaluate and recommend, provide implementation support, convert the existing software, hardware and communications to the new SCADA designs.

1.1 Western Municipal Water District

Western Municipal Water District of Riverside County, California (WMWD), is a retail and wholesale water and wastewater utility headquartered in Riverside, California. WMWD was formed in 1954 to bring supplemental water to the growing western Riverside County. Today, Western provides water supply, wastewater treatment and disposal and water resource management to a district consisting of 510 square miles with a population of over one half million people. Western sells approximately 105,000 acre-feet of water annually. Western also operates two wastewater treatment plants and a groundwater desalinization plant.

As a member agency of the Metropolitan Water District of Southern California, Western provides wholesale supplemental water to the cities of Corona, Norco and Riverside and to the water agencies of Box Springs Mutual, Eagle Valley Mutual, Elsinore Valley, Lee Lake, and Rancho California. Western serves approximately 23,000 retail customers in the unincorporated areas of El Sobrante, Eagle Valley Temescal Creek, Woodcrest, Lake Mathews, and March Air Reserve Base as well as portions of the city of Riverside. Western is also one of the five member agencies of the Santa Ana Watershed Project Authority (SAWPA), a regional water resources planning and project implementation Joint Powers Authority.

About two thirds of the water Western sells is treated; the balance is raw or untreated water. About one quarter of water sales are for agricultural use; the balance is for domestic purposes. One-quarter of Western's sales are for retail customers; the remainder are wholesale. Nearly all water sold by the District for agricultural purposes is used to irrigate citrus and avocados planted since the 1950's.

1.2 Existing SCADA Systems

Currently Western Municipal Water District has five locations utilizing SCADA systems with multiple nodes. Below is a basic listing of the nodes in place for the current systems.

Western Water Recycling Facility (WWRF)

- HMI - Wonderware Version 7.1 Intouch
- PLC's and RTU's - Opto22, Version R2 ,Snap-Pac
- Communication lines – FreeWave Spread Spectrum Radio and 56k Modems
- Security –Honeywell 5800
- Alarm notification - Specter, Version 7 Win 911

Operations Center (Main Water System)

- HMI – Wonderware, Version 7.1 ,Intouch
- PLC's - Opto22 Version R2 Snap-Pac
- Communication lines – FreeWave Spread Spectrum Radio and 33.6k Modems, Direct buried cable running 256k PTP DSL
- Security – Local application security only, ADT
- Alarm Notification - Specter ,Version 7 Win 911

Murrieta Water

- HMI - Wonderware ,Version 10 , Intouch
- PLC's – Allen-Bradley, Model 504
- PLC's and RTU's – Allen-Bradley , Model MicroLogix 1200
- Communication lines – MSD Radio 900MHz
- Security – Local application security only, ADT
- Alarm Notification - Specter, Version 10 Win911

Arlington Desalter

- HMI – Factory link Version 6.6
- PLC's and RTU's – Siemens model 505
- Communication lines – Internal modems
- Security– ADT Model Focus
- Alarm notification – Specter Version 7 Win911

West Riverside Treatment Plant (WRCRWA)

- HMI – FactoryLink Version 6.6
- PLC's and RTU's – Modicon Quantum model Telemecanique
- Communication lines – 56k Modems
- Security - ADT and local application policy
- Alarm notification – Specter Version 7 Win911

Currently, the District recognizes the need for modernization of the Arlington Desalter and West Riverside systems as priorities.

1.3 Goals for future SCADA systems

As described above, Western Municipal Water District currently has an ad hoc assembly of various systems from different manufacturers; this is due in part from the acquisition stages of the district sites. There are several strategic goals for the future of the District's systems:

- Develop a standard that all the waste water plants and the distribution systems can adhere too. The standards will include hardware, HMI and application software, access control and documentation.
- Develop a process for “information flow” for the SCADA systems that will allow access to all systems district wide on-site, from a centralized location (E.g., the Operations Center) and remotely
- Identify and implement best practices to provide security and protection (including data backup) from unauthorized users while maximizing functionality
- Delivering real time and historical reporting and trending analysis
- Ensure operational and technological needs of both District Operations staff (who maintain responsibility for the SCADA systems themselves) and Information Technology staff (who maintain responsibility for providing technology support and interfaces/relationships to the remainder of the District’s enterprise technology).

2.0 SCOPE OF WORK

2.1 Task 1. Inventory and evaluation of current systems

The selected vendor will take a lead in investigating and documenting current SCADA services such as computer systems, data communication infrastructure, SCADA security, HMI, PLC’s and RTU’s that are currently deployed.

2.1.1 Task 1.1: Develop Inventory and Requirements. The selected vendor will facilitate a work session(s) with District staff at WMWD to identify roles and responsibilities; technical, graphical, content management, current state (inventory) and other requirements for the site. Following this work session, selected follow-up discussions with the Western team members may be required to ensure completeness. The selected vendor will document the requirements in an organized fashion and provide to the District’s project manager for review, revision, and approval prior to initiation of subsequent tasks.

Deliverables: SCADA Inventory

Approved Requirements Plan

Note: Deliverables may be combined

2.1.2 Task 1.2: Identify current standards and proposed design changes

Through the evaluation process the selected vendor will identify the current SCADA design standards (in industry comparable to Western’s mission/activity) in use and identify potential design changes that should be considered for the following areas of the waste water and distribution systems. The vendor will provide options where appropriate and recommendations (including basis for the recommendations) for selection of the technical approach

- Hardware and software (including HMI, operating systems and applications)
- System access control and perimeter security
- Systems backup process with defined “*recovery point objectives*”(RPO) and “*recovery time objective*”(RTO)
- Reports and trending analysis
- Site and device communications
- District PLCs and RTUs

Deliverable: Technical Memo (Design Standards)

2.1.3 Task 1.3: SCADA Design/Development. Based on the deliverable in Task 1.2, Western will select an approach to SCADA enhancements. Based on these selected design changes, the vendor will coordinate with Western technical staff and use these discussions to define/refine the technical aspects of the proposed SCADA systems, including HMI software, technologies to be used, PCL’s or RTU’s that need to be upgraded , and communications and security for the systems. A technical map will be developed for each site as well as the communications from site to site. Cost estimates to complete the recommended technologies, as well as proposed implementation schedule will be developed. This document will be provided to the WMWD project manager for review and final approval. Following completion of the Specifications Document, finally, the vendor will combine all deliverables in Task 1 into a single document, a SCADA Master Plan. The vendor will provide 8 bound copies of this document, and one electronic (PDF) copy.

Deliverables: Approved design and Technical Specifications Document

SCADA Master Plan

2.2 Task 2: Implementing proposed changes (Optional Tasking)

If this option is exercised; it will be to proceed with implementing the proposed changes. Implementation will be performed in three stages; deployment, testing and final approval. It will be at the sole discretion of Western Municipal Water District to proceed after the initial design and development to implement the new designs.

2.2.1 Task 2.1: Deployment and Implementation of new Design

If the option is exercised to have vendor contracted for the deployment phase of the project it will be provided by the vendor and by WMWD staff. Some or all of the proposed improvements may be implemented, based on District priorities and budget availability. Some of the improvements will be performed by Western staff, by on contract SCADA programmers, and by the selected vendor. The concept of this tasking is for the selected vendor to facilitate, coordinate, and act as champion of Western’s interest in the process. Technical efforts will likely be split among the team.

The design plan and phasing will be developed with the vendor and WMWD staff based on the approved design and technical specification document. As the phases of the design are implemented a

documentation library will be developed based off the new design, concepts and procedures. The structure of the documentation library is TBD.

Deliverable: WMWD SCADA documentation Library

2.2.2 Task 2.2: Testing.

If the option is exercised to have the selected vendor contracted for the deployment phase of the project; testing of the SCADA systems that comes online will be provided by the vendor and by WMWD staff. The vendor will perform a series of tests to validate functionality of the systems and then provide notice to Western staff for purposes of secondary testing. Western will test the systems against the approved standards testing documents. Error reports will be provided to the vendor, the vendor will notify when errors have been corrected, and then WMWD will re-test the appropriate elements. This iterative process will be repeated until all requirements are satisfactorily accomplished.

Deliverable: Completed testing checklists

2.2.3 Task 2.4: Final approval and sign off.

Final approval will include a statement of completion, final Approved design and Technical Specifications Document, WMWD SCADA documentation Library.

Deliverable: Accepted Final

3.0 RFP PROCESS

3.1 Process and Timeline

All communication/correspondence with and delivery of proposals are to be made to the following address:

Western Municipal Water District
450 E. Alessandro Blvd.
Riverside, CA. 92506
Attn: Wayne Cawelti

All communication should reference **RFP IT-SCADA09**.

The following calendar of events is expected for the process:

Event	Anticipated Date
RFP Published	October 8, 2009
Requests for Clarification	October 19, 2009
Responses to Requests for Clarification	October 26, 2009
Proposals Due	November 9, 2009
Evaluation/Short List Notification (If needed)	November 23, 2009
Final Evaluation/Notification	November 30, 2009

Western reserves the right to modify the content or schedule of these events at any time, for any reason.

3.4 Requests for Clarification

Interested vendors may provide requests for clarification in email or writing through the contact information above. Verbal questions/requests will not be accepted.

The District will compile all requests and provide responses in written format to all vendors that request copies of questions/responses. If vendors do not provide such a request, they will not be provided with this information.

3.5 Proposal Delivery

Proposals will contain the content and organization described in the Proposal Requirements Section below. Proposals are due to the District by November 9,, 2009 at 4:00 PM. Proposals received after that date may be accepted or rejected by the District as non-responsive. In all cases, the vendor is responsible for ensuring that the District received the proposal.

Vendors are encouraged to use electronic means for delivering proposals. Electronic proposals should be delivered in format fully compatible with one or more of the following software applications:

- Microsoft Office 2003 (Word, Excel)
- Microsoft Office 2007 (Word, Excel)
- Adobe Acrobat 8 or later.

If the vendor prefers to deliver a hard copy of the proposal, one copy of the proposal shall be submitted in a sealed package. Proposing vendor's name and address shall appear in the upper left corner of the package. All proposals shall be marked with RFP IT-004 legibly written on the outside of the packages. If multiple packages are submitted, each package must be legibly numbered (e.g., 1 of 3, 2 of 3, etc.). Hard copy proposal delivery should also include electronic copies of the proposals (e.g., on CD-ROM or DVD-ROM).

3.6 Proposal Evaluations

The proposals will be evaluated by the District in accordance with the Evaluation Criteria Section below.

3.7 Validity

Vendor proposal must be valid for a period of at least 180 days upon delivery of the proposal. The proposal will explicitly state that validity.

3.9 Award of Contract

The Contract will be a TIME AND MATERIALS WITH A NOT-TO-EXCEED cap contract (TBD).

3.10 Sample Contract

Western's Standard Contract is included as Attachment A. As part of the Proposal process, Western requests that all vendors review this contract and provide any make any comments as part of the proposal. Western reserves the right to modify, add or delete any provisions of this contract prior to the issuance of a contract.

Any Contract developed during this process may be subject to approval by the District's Board of Directors.

3.11 Purchase Order (Task Order)

Any Purchase Order (Task Order) for specific work under the Contract will be based on the Scope of Work in this RFP (Section 2.0) as modified during the negotiation process is subject to approval by the District General Manager and/or the Board of Directors.

3.12 Pre-Contract Expenses

Western shall not, in any event, be liable for any pre-contractual expenses incurred by any proposing vendor in preparation of proposals, supporting materials, travel or incidental costs, or any other expenses. Proposing vendors shall not include any such expenses as part of the proposal.

Pre-contractual expenses are defined as expenses incurred in preparing the proposal in response to this RFP, preparing or presenting any information as part of the interview process, negotiating with Western in any matter related to the proposal, and any other expenses prior to the date of Award and execution of a Contract and Task Order.

3.13 Certificate of Insurance

Proposing vendor shall state its willingness and ability to comply with the required insurance coverage within seven days of notification of selection of award. Insurance levels required are included in the District Standard Contract (Attachment A).

4.0 PROPOSAL REQUIREMENTS

The Proposal will be formatted as follows:

- Section 1: Introduction
- Section 2: Approach
- Section 3: Experience
- Section 4: Schedule
- Section 5: Cost
- Section 6: Conflict of Interest

Proposals that do not follow this format or do not include all required information may be deemed non-responsive, and their proposal may be eliminated from consideration.

Proposals must be prepared simply and economically, providing a straightforward, concise description of what the vendor proposes to do, how they propose to do it, and what the cost of the effort will be. The proposal shall be clear, accurate and comprehensive. Brevity and clarity are valued over length.

Each of the requirements of these sections is described in more detail below.

4.1 Introduction

The vendor will describe the company/team, including an overview of subsequent sections. Benefits specific or unique to the proposing vendor should also be highlighted and discussed.

4.2 Approach

The vendor will describe their understanding of the project and document the proposed approach to be used to perform the required work. This should include discussion of project communications, roles and responsibilities, requirements from WMWD to ensure project success in addition to any relevant discussion of how the vendor proposes to approach this project.

The approach should expand upon the Scope of Work listed in Section 2.0 of this document to describe more detailed steps in the process, and which are expected to be performed by the vendor, and which are not. Ideally, the Approach Section will be a near-complete Scope of Work for purposes of Contract/Purchase Order (Task Order) issuance.

The Proposal will provide sufficient information on staff experience/capabilities to ensure WMWD that sufficient experience is available to complete the project

4.3 Experience

This section will provide similar examples of SCADA Master Planning and system upgrade implementation/facilitation by the proposing vendor. Ideally, this experience will be with water districts, local/regional governments, or similar sized/type entities to WMWD. References/contacts to at least 3 clients that are similar in scope to this project should be provided.

This should include sufficient detail for the reviewer to understand how similar the experience is to the projects listed here.

4.4 Schedule

The proposing entity will provide a DRAFT schedule (including any limiting assumptions) which addresses the tasks/Subtasks in Section 2 for successful completion of the project. This schedule will be discussed and negotiated during/after the selection process to ensure mutual agreement.

4.5 Cost

The proposing firm will provide a transparent cost spreadsheet that relates the efforts listed in Section 2.0 of this RFP as expanded by the approach provided in the Proposal.

Cost will be provided in the following format.

Task	Subtask	Hours	Labor Costs	Travel & Expenses	Total Cost
1.0	1.1				
	1.2				
	etc.				
2.0	2.1				
	2.2				
	etc.				
etc.					
Total					

4.6 Conflict of Interest

The vendor shall state that:

- It is able to legally conduct business in the State of California and the City of Riverside, California
- It has not colluded in any fashion with other respondents which would restrict or eliminate competition
- No employee or official of Western Municipal Water District shall have a material or monetary interest in this contract
- It is or is not aware of any other actual or potential conflict of interest related to this proposal and the projects being implemented.

5.0 EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, not necessarily in order of priority:

- Cost. The cost is reasonable for the effort proposed, is of sufficient detail to explain the cost drivers, and sufficient mechanisms are in place to control costs through the project.

- Experience. The vendor shows relevant experience on similar projects, preferably for similar types/sizes of entities (water districts/utilities or city/local government). References will be checked and results will be incorporated here.
- Approach. The vendor understands and will use appropriate tools, methods, and other approaches to ensuring the quality and timeliness of the implementation(s). Use of the latest technologies will be considered as will acceptance of requirements for the project.
- Interviews. Discussion with proposed project manager/staff members that demonstrate an understanding of Western's needs and capabilities to perform will be evaluated.

ATTACHMENT A: STANDARD CONTRACT

ORIGINATION DATE _____
CONTRACT NO. _____

WESTERN MUNICIPAL WATER DISTRICT

**CONTRACT FOR SERVICE BY INDEPENDENT CONSULTANT FOR PROFESSIONAL
SERVICES UTILIZING PURCHASE ORDERS**

THIS AGREEMENT is made the date first approved by and between the “parties” to this contract referred to as “WESTERN” and “CONSULTANT” as follows:

WESTERN

CONSULTANT

Western Municipal Water District
of Riverside County
450 E. Alessandro Blvd.
Riverside, CA 92508-2449
(951) 789-5000

RECITALS

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

- A. WESTERN desires to engage CONSULTANT to perform such work as identified within the scope of work, and as may be assigned, from time to time, by WESTERN in writing utilizing Purchase Orders.
- B. CONSULTANT agrees to provide such work pursuant to, and in accordance with, the terms and conditions of this Agreement, and has represented and warrants to WESTERN that CONSULTANT possesses the necessary licenses, skills, qualifications, personnel and equipment to provide such work.
- C. The work to be performed by CONSULTANT shall be specifically described in one or more written Purchase Orders issued by WESTERN to CONSULTANT pursuant to this Agreement.
- D. CONSULTANT shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted as “other authorized representatives” in the APPLICABLE Purchase Order.

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

1.01 Term of Agreement. The Agreement shall become effective on the date of this contract and shall continue unless terminated upon work completion or as provided for herein. In no event shall the term of this Agreement exceed a period which is 1 year(s) from the effective date.

ARTICLE II

SERVICES TO BE PERFORMED

2.01 Work to be performed by CONSULTANT. CONSULTANT agrees to provide such work as may be assigned either as described in this agreement, or by individual Purchase Orders, in writing by WESTERN. Each such assignment shall be made in the form of a written Purchase Order. Each such Purchase Order shall include, but shall not be limited to, a description of the nature and scope of the work to be performed by CONSULTANT, the amount of compensation to be paid, and the expected time of completion. The scope of work shall be:

2.02 CONSULTANT may, at CONSULTANT's sole cost and expense, employ such competent and qualified independent professional associates, and subCONSULTANTs as CONSULTANT deems necessary to perform each such assignment; provided, however, that CONSULTANT shall not subcontract any of the work to be performed without the prior written consent of WESTERN, which should not be unreasonably withheld.

ARTICLE III

COMPENSATION

3.01 In consideration for the work to be performed by CONSULTANT, WESTERN agrees to pay CONSULTANT as provided for in the Purchase Order. The total amount of compensation to be paid CONSULTANT under this Agreement and any and all Purchase Orders shall be in the

guaranteed not to exceed amount of \$ or as provided for in Exhibit for each year during the term of the Agreement.

3.02 Each Purchase Order shall specify a total cost of project and shall be inclusive to the Purchase Order issued to CONSULTANT.

3.03 If provided for in the applicable Purchase Order, WESTERN shall reimburse CONSULTANT for reasonable and necessary expenses incurred by CONSULTANT in the performance of work for WESTERN. Reimbursement shall be according to schedules set forth in the Purchase Order.

3.04 Unless stipulated otherwise in the Purchase Order or otherwise approved in advance by WESTERN in writing, CONSULTANT shall not be compensated for any work rendered nor reimbursed for any expenses incurred in excess of those authorized in any Purchase Order.

3.05 Unless otherwise provided for in any Purchase Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments within thirty (30) days after receipt of a detailed, correct, written invoice describing, without limitation, the work performed, the time spent performing such work, the accumulated expenses, the hourly rate charged for labor and equipment, and the individuals performing such work for the benefit of WESTERN.

ARTICLE IV

OBLIGATIONS OF CONSULTANT

4.01 CONSULTANT agrees to perform all assigned work in accordance with the terms and conditions of this Agreement and those specified in the Purchase Order.

4.02 Except as otherwise provided for in the Purchase Order, CONSULTANT will supply all personnel and equipment required to perform the assigned work.

4.03 CONSULTANT shall have full supervision over all workers on the job and neither WESTERN nor any of WESTERN's employees or agents shall be held responsible for any action of the CONSULTANT. CONSULTANT hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the work assigned by WESTERN.

4.04 Insurance. CONSULTANT shall 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 work hereunder by the CONSULTANT, his agents, representatives, employees or subCONSULTANTS. Prior to issuance of the Purchase Order, CONSULTANT shall obtain and furnish to WESTERN proof of coverage as to each type of insurance required, naming WESTERN as an additional insured.

A. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 (ed. 10/93).
2. Insurance Services Office form number CA 00 01 (ed. 12/93) covering Automobile Liability, code 1 "any auto" and endorsement CA 002.
3. Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers' Liability Insurance.

a. CONSULTANTS not domiciled within the State of California with State-funded Workers' Compensation Insurance shall contact the California State Compensation Fund, or other insurance company licensed to write business in California, for Workers' Compensation Insurance coverage while performing work in this state.

b. By his/her signature hereunder, CONSULTANT certifies that he/she is aware of the provisions of Section 3700 et seq of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSYULTANT will comply with such provisions before commencing the performance of the professional services under this agreement. CONSULTANT and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.

4. Professional Liability (Errors & Omissions)

B. Limits of insurance shall be:

1. General Liability (including operations, products and completed operations): \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident, including occupational disease coverage, for the CONSULTANT and all persons and/or sub-CONSULTANTS employed or to be employed in the performance of this Agreement, which insurance shall at all times be maintained in strict accordance with this Agreement, and the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. Use by the CONSULTANT of "Workers Compensation Waiver" forms will necessitate the filing of said waiver with Western for each sub-CONSULTANT by the CONSULTANT prior to that sub-CONSULTANT commencing any work under this Agreement. Failure to comply with this requirement may result in cancellation of this Agreement.
4. Pollution (Environmental Impairment) Liability: If scope of work includes use or transport of Reportable Quantities of listed hazardous materials, CONSULTANT shall provide \$1,000,000 per claim and \$2,000,000 annual aggregate.
5. Professional Liability (Error & Omissions): \$1,000,000 per claim and annual aggregate. The retroactive date (if any) is to be no later than the effective date of this agreement. CONSULTANT shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. 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

- C. Any deductibles or self-insured retentions must be declared to and approved by WESTERN. At the option of WESTERN, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WESTERN, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions:

CONSULTANT shall provide endorsements entitled: Certificate of Insurance, General Liability Endorsement, Auto Liability Endorsement, and Workers' Compensation/Employer's Liability Endorsement.

1. General Liability and Automobile Liability Policies are to contain, or be endorsed to contain, the following provision:
 - a. WESTERN, its officers, officials, employees and volunteers are to be covered as additional insured CONSULTANT with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONSULTANTS insurance policy, or as a separate owner's policy.
 - b. CONSULTANT: For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects to WESTERN, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by WESTERN, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to WESTERN, its officers, officials, employees or volunteers.
 - d. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Certificate of Insurance shall identify the project or scope of work to be performed by CONSULTANT for WESTERN.
2. Workers Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against WESTERN, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT.
3. All Coverage:
- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, except 10 days notice of cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to WESTERN.
 - b. If any of the required coverages expire during the term of this agreement, the CONSULTANT shall deliver the renewal certificate(s) including the general liability additional insured endorsement to WESTERN at least ten (10) days prior to the expiration date.

E. Verification of Coverage:

CONSULTANT shall furnish WESTERN with original Certificates of Insurance and endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by WESTERN before work commences. However, failure to do

so shall not operate as a waiver of these insurance requirements. Where by statute, WESTERN's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. WESTERN reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to WESTERN.

G. SUBCONSULTANTS

CONSULTANT shall require and verify that all SUBCONSULTANTS maintain insurance meeting all the requirements stated herein.

CONSULTANT shall be responsible for all loss and damage which may arise out of the nature of the work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until same is fully completed and accepted by WESTERN.

When the law establishes a professional standard of care for the CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT will defend, indemnify and hold harmless WESTERN, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. CONSULTANT shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to WESTERN nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity. Other than in the performance of professional services, to the fullest extent permitted by law, CONSULTANT will defend, indemnify and hold harmless WESTERN, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but

not limited to, claims by the CONSULTANT or CONSULTANT's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of WESTERN, its directors, officers, employees, or authorized volunteers.

4.05 In the event that WESTERN requests that specific employees of CONSULTANT supervise or otherwise perform the work specified in the Purchase Order, CONSULTANT shall use its best efforts to ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the work.

4.06 In the event CONSULTANT is required to provide plans, drawings, specifications and/or estimates, the same shall be furnished with a registered civil engineer's number or other professional license as applicable and shall conform to local, state and federal laws, rules and regulations. In the event WESTERN is required to obtain approval or permit from another governmental entity, CONSULTANT shall provide necessary supporting documents to be filed with such entity.

4.07 CONSULTANT shall keep himself fully informed of and obey all laws and regulations pertaining to the Agreement work, and shall indemnify WESTERN together with WESTERN's employees and agents against any liability arising from violation of any such law or regulation.

4.08 CONSULTANT shall be responsible for securing and paying for all permits and licenses necessary to perform the work described within the Purchase Order, unless specifically excluded by WESTERN in writing as part of the Purchase Order.

4.09 CONSULTANT shall guarantee all labor and materials used in the performance of this Agreement for a period of one (1) year from the date of acceptance by WESTERN.

ARTICLE V

OBLIGATIONS OF WESTERN

5.01 WESTERN shall do the following in a manner so as not to unreasonably hinder the performance of work by CONSULTANT:

- A. Provide information and criteria regarding WESTERN's requirements.
- B. Furnish all existing plans, drawings, specifications, studies, reports and other available data pertinent to scope of work that are in WESTERN's possession.

- C. Designate within the Purchase Order a person to act as a liaison between CONSULTANT and WESTERN. This (These) person(s) shall be: .

ARTICLE VI

ADDITIONAL SERVICES CHANGES AND DELETIONS

6.01 During the term of this Agreement, WESTERN may with concurrence of CONSULTANT, from time to time, and without affecting the validity of this Agreement or any Purchase Order issued pursuant thereto, order changes, deletions and additional work by the issuance of written Change Orders and / or Revised Purchase Orders.

6.02 In the event CONSULTANT performs additional or different work than those described in any Purchase Order or authorized Change Order without the prior written approval of WESTERN, CONSULTANT shall not be compensated for such work.

6.03 CONSULTANT shall promptly advise WESTERN as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of work to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional work shall be reduced to writing for review and approval by WESTERN.

6.04 In the event that WESTERN orders work deleted or reduced, compensation shall likewise be deleted or reduced by a fair and reasonable amount and CONSULTANT shall only be compensated for work actually performed. In the event additional work is properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII

CONSTRUCTION MANAGEMENT SERVICES

7.01 In the event WESTERN authorizes CONSULTANT to perform construction management services for WESTERN, CONSULTANT may determine, in the course of providing such services, that a Change Order should be issued to a third party construction CONSULTANT, or CONSULTANT may receive a request for a Change Order from the third party construction CONSULTANT. CONSULTANT shall, upon receipt of any requested Change Order, or upon gaining knowledge of a condition, event or accumulation of events which may

necessitate issuing a Change Order to the third party construction CONSULTANT, promptly consult with WESTERN. No Change Order shall be issued or executed without the prior approval of WESTERN.

ARTICLE VIII

TERMINATION AGREEMENT

8.01 Notwithstanding any other provision of this Agreement, WESTERN, at its sole option, may terminate either a Purchase Order or this Agreement at any time by giving fourteen (14) days written notice to CONSULTANT, whether or not a Purchase Order has been issued to CONSULTANT.

8.02 In the event of termination of either a Purchase Order or this Agreement, the payment of monies due CONSULTANT for work performed prior to the effective date of such termination shall be paid within thirty (30) days after receipt of an invoice as provided in this Agreement. Upon payment for such work, CONSULTANT agrees to promptly provide to WESTERN all documents, reports, purchased supplies and the like which are in the possession or control of CONSULTANT and pertain to WESTERN.

ARTICLE IX

STATUS OF CONSULTANT

9.01 CONSULTANT shall perform the work assigned by WESTERN in CONSULTANT's own way as an independent CONSULTANT, and in pursuit of CONSULTANT's independent calling, and not as an employee or agent of WESTERN. CONSULTANT shall be under the control of WESTERN only as to the result to be accomplished. CONSULTANT shall regularly confer with WESTERN's liaison.

CONSULTANT hereby specifically represents and warrants to WESTERN that the work to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent contracting organization rendering the same or similar work. Further, CONSULTANT represents and warrants that the individual signing this Agreement on behalf of CONSULTANT has the full authority to bind CONSULTANT to this Agreement. No other warranty, expressed or implied, is included in this Agreement or in any work, or opinion produced pursuant to this Agreement.

ARTICLE X

AUDIT OWNERSHIP OF DOCUMENTS

10.01 All products, works, appurtenances, excess materials, parts and the like either purchased, constructed or developed by CONSULTANT in connection with the performance of work assigned to it by WESTERN shall become the sole property of WESTERN, and CONSULTANT shall promptly transfer ownership of all such items to WESTERN. CONSULTANT may retain copies of documents at its option. CONSULTANT shall retain its rights in its proprietary property.

10.02 CONSULTANT shall retain and maintain, for a period of not less than four (4) years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning work performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as WESTERN may deem necessary, CONSULTANT shall make available to WESTERN's agents for examination all of such records and will permit WESTERN's agents to audit, examine and reproduce such records. No such records shall be destroyed without their first being offered to WESTERN.

10.03 Ownership of Materials and Confidentiality.

- A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non exclusive and perpetual license for WESTERN 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"). CONSULTANT shall require all subcontractors to agree in writing that WESTERN is granted a non exclusive and perpetual license for any Documents & Data the subcontractor 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 provided to CONSULTANT by WESTERN. WESTERN shall not be

limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at WESTERN's sole risk.

- B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of WESTERN, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to CONSULTANT which 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 WESTERN'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 WESTERN.

ELECTRONIC DATA AND ACCESS

1. Information pertaining to prior or current employees of WESTERN and information pertaining to all applicants for employment with WESTERN constitutes valuable and confidential assets of WESTERN, and CONSULTANT acknowledges that the unauthorized use or disclosure of such information would be detrimental to WESTERN's business.
2. Information pertaining to the prior, current or contemplated activities of WESTERN and its customers constitutes valuable and confidential assets of WESTERN, and CONSULTANT acknowledges that the unauthorized use or disclosure of such information would be detrimental to WESTERN.
3. CONSULTANT shall hold and preserve all confidential information of WESTERN in trust and confidence for WESTERN and for its customers, and shall not, without the express written approval of a duly authorized representative of WESTERN, disclose any such confidential information to any third party or use or copy any such confidential

information for other than CONSULTANT's activities under this Agreement, either during, or after termination/expiration of this Agreement. CONSULTANT will not disclose to WESTERN, or induce WESTERN to disclose any confidential information belonging to others, without authorization from such other parties. For purposes of this Agreement, confidential information is defined on Schedule "A" attached hereto and incorporated herein by this reference.

4. If the performance of services under this Agreement by CONSULTANT requires CONSULTANT to have access to WESTERN's Information Technology Department CONSULTANT shall be prohibited from using or knowingly permitting use of any assigned or entrusted access control mechanisms (such as log-in Ids, passwords, terminal Ids, user Ids or file protection keys) for any purpose other than those required to perform CONSULTANT's authorized functions.

In the event of such access or use, CONSULTANT understands and agrees to abide by the terms which govern his or her access to and use of the information systems and to abide by all regulations, polices and procedures of WESTERN, including, but not limited to, all procedures and standards related to the security of WESTERN's computer systems and the data contained therein.

CONSULTANT will not disclose information concerning any access control mechanism of which he or she has knowledge unless properly authorized to do so by WESTERN and CONSULTANT will not use any access mechanism which has not been expressly assigned to him.

If CONSULTANT observes any incidents of non-compliance with the terms of this Agreement or the aforementioned regulations, policies and procedures, he or she acknowledges that he or she is responsible for reporting them to the Information Technology Manager and will do so.

5. CONSULTANT recognizes that WESTERN would be irreparably damaged by the violation of this Agreement and that WESTERN shall be entitled to a temporary restraining order, preliminary or permanent injunction or other decree of specific performance (in addition to any other available remedies) with respect to any violation, and that CONSULTANT waives the necessity of any bond or other security which might be required before a court would issue any such relief.

6. 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.

ARTICLE XI

MISCELLANEOUS PROVISIONS

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

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

11.03 Time is of the essence in the performance of work required hereunder. Work shall begin immediately upon receipt of written authorization of WESTERN to proceed. Progress meetings will be conducted periodically in order to review the work accomplished and to obtain staff input and concurrence with the work completed to date. Extensions of time within which to perform work may be granted by WESTERN if requested by CONSULTANT and agreed to in writing by WESTERN. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of CONSULTANT. CONSULTANT shall not be responsible for delays beyond its reasonable control.

11.04 CONSULTANT shall comply with all local, state and federal laws, rules and regulations.

11.05 If required by law, CONSULTANT shall file Conflict of Interest Statement(s) with WESTERN.

11.06 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than WESTERN and CONSULTANT.

11.07 Any separate demand by CONSULTANT for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if they apply. Copies of those sections are available upon request and by this reference are incorporated herein.

11.08 If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party attorney's fees in an amount determined to be reasonable by the court, together with costs and necessary disbursements.

11.09 CONSULTANT certifies that as of the date of execution of this Agreement, CONSULTANT currently holds necessary federal, state and local licenses to perform this work and agrees to maintain necessary licenses in good standing for the term of this Agreement.

ARTICLE XII

CERTIFICATION

LABOR CODE - SECTION 1861

12.01 I, the undersigned CONSULTANT, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned CONSULTANT, agree to and will comply with such provisions before commencing the performance of the work of this Agreement.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement as of the date first approved.

WESTERN MUNICIPAL WATER DISTRICT

CONSULTANT

BY: _____
NAME
Title

BY: _____
NAME
Title

DATE: _____

DATE: _____

REVIEWED:

BY: _____
NAME
Title

DATE: _____

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REV. 9/25/08