



REQUEST FOR PROPOSALS

PROJECT MANAGEMENT SERVICES

**FOR FINANCIAL AND HUMAN CAPITAL MANAGEMENT (HCM)
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM
PROCUREMENT AND IMPLEMENTATION**

**Issued August 3, 2026
Response Due by 6:00 p.m., Monday, August 31, 2026**

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I. INTRODUCTION

A. General Information

The Yorba Linda Water District (YLWD/District) is soliciting proposals from qualified firms to provide independent project management services for the procurement, contracting, implementation, and successful deployment of a new Financial and Human Capital Management (HCM)/Human Resources (HR) Enterprise Resource Planning (ERP) system.

For purposes of this Request for Proposals (RFP), "ERP System" means an integrated enterprise software solution supporting the District's financial management, procurement, budgeting, payroll, human resources, benefits administration, timekeeping, talent management, reporting, workflow, and related business functions.

The selected consultant will serve as the District's advisor throughout the project and will represent the District's interests during software selection, contract negotiations, implementation oversight, organizational change management, testing, training, and project closeout. The District is seeking an experienced firm with depth in knowledge and skill to appropriately evaluate ERP software vendors and provide meaningful input during the procurement and implementation of the ERP System.

The selected consultant will act solely in the best interests of the District by providing objective guidance, project oversight, quality assurance, and strategic advice from project initiation through post-implementation. The consultant shall remain independent of ERP software vendors and system integrators and disclose any relationships that could create actual or perceived conflicts of interest.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including all terms and conditions, contained in this RFP.

Each Proposer who plans to submit a proposal should register by email to Christine McIlrevey via email at cmcilrevey@ylwd.com. The email should indicate the Proposer's intent to respond to this RFP and should include: 1) Proposer's company name, 2) Proposer's intent to respond to this RFP, 3) name and title of Proposer main contact, and 4) address, telephone, and email address. The "Intent to Propose" email does not bind Proposers to submitting a proposal.

To be considered, please submit a proposal, as well as all other required documentation, by 6:00 p.m. on Monday, August 31, 2026. For an electronic submittal, please contact Christine McIlrevey via email at cmcilrevey@ylwd.com to obtain access to a secure FTP site. Delivery of physical submittals are to be addressed as follows:

Christine McIlrevey, Finance Director
Yorba Linda Water District
1717 E Miraloma Ave
Placentia CA 92870

Questions concerning this RFP should be submitted via email to Christine McIlrevey at cmcilrevey@ylwd.com prior to 6:00 p.m. on Wednesday, August 19, 2026, which is the deadline for Proposer questions. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. The questions submitted and the District's responses shall be provided to all who registered with an "Intent to Propose" email.

It is anticipated that the selection of a firm will be completed by the Board of Directors at the Board meeting scheduled for October 8, 2026. Following notification to the selected firm, it is anticipated that a contract will be executed between both parties by October 22, 2026.

B. Term of Engagement

It is the intent of the District to contract for the services presented herein for a term of three (3) years, based upon the project implementation timeline. The District reserves the right to extend the term of the contract to complete the project; or cancel the contract at any time with 10 days written notice.

The estimated implementation timeline is subject to change.

C. Description of the Yorba Linda Water District

The District was established on January 2, 1959, according to the provisions of the County Water District Law, Division XII of the California Water Code of the State of California. At the time of its formation, the District encompassed approximately 4,710 acres and its area has been expanded to the present 14,475 acres through annexations. The District provides water and sewer services for the City of Yorba Linda and portions of Placentia, Anaheim, Brea, and unincorporated Orange County. The District provides water service to approximately 25,500 accounts and sewer collection service to approximately 25,000 accounts within its service boundaries for a population of approximately 74,000. The District employs 82 full-time equivalent employees across the administration, operations, engineering and finance departments.

The District currently uses Microsoft Dynamics GP for its Financial and Human Capital Management and Cogsdale CSM for Customer Billing. This RFP is specifically for project management services for the procurement and implementation of a new ERP System as defined in Section 1A above.

Cogsdale is the District's current system vendor for both Customer Billing and Financial and Human Capital Management. The District intends to retain Cogsdale for the Customer Billing application and upgrade the Customer Billing application to the new platform, Nexus, under a separate project. Therefore, this procurement does not include replacement of the utility billing/customer information system. However, the selected consultant shall support the District in the design, development, and completion of any interfaces required between the Customer Billing system and the new ERP System.

The District currently utilizes Laserfiche for its document management system. It is the District's intent to continue using Laserfiche for document management and if possible, select a new ERP System that will accompany Laserfiche.

D. Additional Pertinent Information

The following information is available for review by Consultants planning to respond to this RFP (see <https://www.ylwd.com/about/transparency/> under the Human Resources and Financials sections).

[SB 272 Catalog of Enterprise Systems](#)

[Organizational Chart](#)

[Fiscal Year 2025 Annual Comprehensive Financial Report](#)

[Purchasing Policy](#)

II. NATURE OF SERVICES REQUIRED

A. Project Background

The District maintains a strong commitment to sound financial stewardship, operational excellence, transparency, and customer service. To support these objectives, the District utilizes a Financial and Human Capital Management System to manage its accounting, purchasing, payroll, human resources, financial reporting, and related functions.

The District's current Financial and Human Capital Management software is approaching end of life and no longer aligns with the District's operational, reporting, and workflow needs. Mainstream product support of its current software will end on December 31, 2029.

The District intends to procure and implement a modern ERP platform that supports the District's needs for many years to come and may include:

- General Ledger
- Accounts Payable
- Accounts Receivable
- Cash Management
- Purchasing
- Capital Assets
- Project Accounting
- Inventory
- Payroll, including timekeeping
- Human Capital Management, including core HRIS functions such as position control and workforce planning
- Employee Benefits Administration
- Employee Self-Service
- Budgeting
- Reporting and Business Intelligence
- Workflow Automation
- Security and Audit Controls

B. Project Objectives

Objectives include the following:

- Select an ERP solution that best meets the District's needs.
- Conduct a fair and competitive procurement process.
- Negotiate favorable contractual terms.
- Reduce implementation risk.
- Ensure project stays on schedule and within budget.
- Improve business processes.
- Increase reporting capabilities.
- Successfully transition District staff to the new ERP System.

C. Scope of Work to be Performed

The District recognizes the importance of selecting and implementing a new ERP System and to help with the success of the project, seeks an experienced and independent firm to serve as the District's Project Manager for the planning, procurement, selection, contract negotiation, implementation, testing, and go-live of a new ERP System.

The selected consultant shall act solely in the best interests of the District and shall provide objective advice and recommendations throughout the project. The consultant shall not serve as the ERP software vendor, ERP implementation partner, software reseller, or receive compensation from any software vendor related to this project.

The consultant shall work collaboratively with District staff, executive management, legal counsel, the selected ERP software vendor, the implementation consultant, the District's customer billing software vendor, and other third parties as necessary to successfully complete the project.

The consultant shall provide all labor, supervision, expertise, project management tools, and other resources necessary to complete the services described herein.

The scope of services is anticipated to include, but is not limited to, the phases included on the following pages.

1. Phase 1 – Project Initiation, Current State Assessment and ERP Requirements Development

The selected consultant shall establish project governance, understand the District's existing environment, identify business needs, assist management with the development of a roadmap for ERP procurement, and help management to develop comprehensive business, technical, reporting, security, and integration requirements that will form the basis of the ERP procurement.

Consultant **responsibilities** shall include:

- Conducting a project kickoff meeting.
- Developing a Project Management Plan.
- Collaborating with management to develop a detailed project schedule.
- Developing communication protocols.
- Developing project reporting formats.
- Review of existing Business Central Readiness Assessment document¹.
- Review of current workflows.
- Identifying project stakeholders.
- Conducting stakeholder interviews, as needed.
- Identifying opportunities for automation.
- Review of existing reports.
- Review of integrations with outside systems.
- Review of security roles.
- Review of internal controls.
- Review of financial and human resources policies affecting ERP functionality.
- Facilitate workshops with District staff to review requirements for all functional areas including financial and human capital management, human resources, project management, payroll, reporting, workflow, security, and technical areas.

¹ During 2024-2025, the District's current software vendor, Cogsdale, conducted interviews with key stakeholders and did a system analysis to complete a "Business Central Readiness Assessment" document. This document includes information on the District's current business processes, organizational goals, areas of concern, and regulatory and reporting requirements. As part of Phase I, consultant should review the "Business Central Readiness Assessment" document and work with management to answer questions or close gaps, if any, in the business process review of this document.

Consultant **deliverables** shall include:

- Project Management Plan
- Communications Plan
- Stakeholder Register
- Current State Assessment Report
- Gap Analysis
- Risk Register
- Project Schedule
- Functional and Technical Requirements Document
- Reporting and Interface Requirements Matrix
- Security Requirements
- ERP Procurement Requirements

2. Phase 2 – ERP Procurement and Software Selection

The consultant will assist the District with conducting a competitive and transparent procurement process that results in the selection of the ERP System that is best suited to the District's needs.

Consultant **responsibilities** shall include:

- Assist in the analysis for, and the development of, the RFP for an ERP System, including development of:
 - Evaluation criteria and forms, and
 - Proposal scoring methodology.
- Manage vendor communications.
- Assist with the preparation of responses to vendor questions.
- Review proposals for completeness.
- Evaluate proposals, including implementation methodologies, vendor staffing, financial stability, cybersecurity, implementation schedules, licensing models, and total costs.
- Prepare evaluation summaries.
- Participate in evaluation committee meetings and scoring.
- Coordinate demonstrations with proposed software vendors and develop scripted demonstrations requiring vendors to perform real-world scenarios using District business processes.
- Conduct reference checks.

Consultant **deliverables** shall include:

- ERP Procurement Documents
- Proposal Evaluation Matrix
- Demonstration Scripts
- Vendor Score Sheets
- Reference Check Summary
- Recommendation Report
- Board Staff Report Assistance, if requested

3. Phase 3 – Contract Negotiation

In close coordination with District staff, the consultant will assist the District in negotiating a fair and comprehensive agreement with the selected ERP vendor.

Consultant **responsibilities** shall include assisting District staff by reviewing and providing input on areas such as:

- Software licensing
- SaaS subscriptions
- Implementation scope
- Pricing
- Optional modules
- Hosting services
- Data ownership
- Service Level Agreements (SLAs)
- Implementation assumptions
- Deliverables
- Acceptance criteria
- Payment schedule
- Warranty provisions
- Change order process
- Training, including level of assistance from software vendor
- Documentation
- Go-live support
- Ongoing maintenance
- Future upgrades

Consultant shall also assist District staff by participating in negotiation meetings, identifying contractual risks, recommending revisions, coordinating with District legal counsel and verifying pricing accuracy.

Consultant **deliverables** shall include:

- Contract Review Memorandum
- Negotiation Issue Log
- Final Scope Validation

4. Phase 4 – ERP Implementation Project Management

The consultant will provide independent oversight throughout implementation of the ERP System. The consultant shall serve as the District's primary project manager, helping to manage the project and providing quality assurance and status reporting.

Consultant **responsibilities** shall include:

Project Management

- Maintain master project schedule
- Coordinate regular meetings with District staff
- Attend status update meetings with District staff and software vendor
- Facilitate steering committee meetings
- Prepare meeting agendas and minutes
- Monitor milestones
- Track issues
- Track action items
- Maintain Logs (Issues, Risks, Decisions, and Changes)
- Validate deliverables
- Review implementation quality

Quality Assurance – review, as needed:

- Configuration decisions
- Business process changes
- Deliverables
- Documentation
- Training materials
- Data conversion plans
- Testing results

Consultant **deliverables** shall include reports or templates on the following:

- Overall project health
- Schedule status
- Risks
- Issues
- Decisions required
- Upcoming milestones
- Testing scripts, including User Acceptance Testing (UAT)
- Testing schedules or calendar
- Go-Live Checklist(s)

5. Phase 5 – Training and Organizational Change Management

The consultant shall assist the District with developing a change management strategy, communication plan, and end user training plan. The consultant shall participate in Steering Committee Meetings and Executive Briefings, as needed.

6. Phase 6 – Go-Live and Stabilization

Consultant **responsibilities** shall include assisting District staff by with:

- Cutover planning
- Final readiness review
- Go-live support
- Issue resolution
- Lessons learned
- Project closeout

Consultant **deliverables** shall include:

- Go-Live Readiness Assessment
- Cutover Checklist
- Final Project Report
- Lessons Learned Report

7. Optional Services

The District may request additional services, including but not limited to:

- Change Management Support
- Records Retention Consulting
- Report Development
- Dashboard Design
- Board Presentations

D. Quality Control

The Consultant has total responsibility for the accuracy and completeness of all work created as a means to respond to the RFP.

E. Schedule – Consultant Selection and Anticipated Project Schedule

Schedule for Selection of Project Management Services

Item	End Date
Requests for Proposal Issued	August 3, 2026
RFP Questions (due at 6:00 p.m.)	August 19, 2026
Proposals Submitted to District (due at 6:00 p.m.)	August 31, 2026
YLWD Committee Review of Submitted Proposals	September 1-8, 2026
Interview of Firms, If Needed	September 14-17, 2026 (tentative)
Recommendation to the Board	October 8, 2026 (tentative)

Anticipated Project Schedule

The tentative project schedule is provided below. Proposers are requested to review the proposed timeline and include recommended revisions or comments as part of their proposal submission.

In addition, proposers shall provide their recommendations regarding the advantages and disadvantages of implementing the ERP System in multiple phases (e.g.; Phase 1: Financial Modules; Phase 2: Human Resources/Payroll) versus a single-phase implementation. Based on their experience with similar projects, proposers should also provide a recommended ERP implementation schedule that includes key milestones, including system configuration, testing, user acceptance testing (UAT), training, go-live, and project close-out.

The District is required to transition from its current ERP system by December 31, 2029. The implementation, go-live, and project closeout dates shown below therefore represent the latest acceptable milestones. However, the District's preference is to achieve an earlier go-live date, if feasible, while allowing sufficient time for testing, training, and a successful system transition.

Milestone	Estimated Date
Consultant Selection – Project Mgmt Services	Oct 2026
Contract Execution – Project Mgmt Services	Oct 2026
Kickoff Meeting	Nov 2026
Requirements Development	Nov – Dec 2026
ERP System Procurement	Jan – Mar 2027
Vendor Selection	Apr 2027
Contract Negotiation	May 2027
ERP System Implementation Begins	Jan 2028 (earlier, if possible)
ERP System Go-Live	Oct 1, 2029 (earlier, if possible)
Project Closeout	Nov 2029 (earlier, if possible)

III. CONSULTANT QUALIFICATIONS AND PROPOSAL REQUIREMENTS

A. Minimum Consultant Qualifications

The District seeks proposals from firms with demonstrated expertise in public sector Enterprise Resource Planning (ERP) consulting and project management. Experience in Financial and Human Capital Management/Human Resources software is required. The selected consultant shall possess the qualifications, experience, and staffing necessary to successfully complete a project of this size and complexity.

The consultant shall serve as the District's independent advisor throughout the duration of the project.

1. Minimum Qualifications

At a minimum, the proposing firm shall demonstrate:

- A minimum of ten (10) years of experience providing ERP consulting and project management services.
- A minimum of five (5) completed ERP selection and implementation projects for California public agencies within the past ten (10) years.
- Experience serving as a project manager for ERP projects from procurement through post-implementation.
- Demonstrated knowledge of governmental accounting and reporting requirements, including Generally Accepted Accounting Principles (GAAP), budgeting, payroll, and financial reporting.
- Demonstrated knowledge of public sector Human Capital Management and Human Resource functions including HRIS, position control, employee benefit administration, recruiting/onboarding, workforce planning and performance management.
- Experience with both On-Premises and Cloud-Based (Software-as-a-Service) ERP implementations.
- Experience managing projects involving finance, payroll, human resources, purchasing, budgeting, and reporting.
- Experience coordinating system integrations with third-party applications.
- Experience supporting competitive public procurements.

Preference will be given to firms with experience working for California water and/or wastewater districts, or other California special districts.

2. Independence and Conflict of Interest

The District requires an independent consultant that will represent the District's interest throughout the project.

The proposer shall disclose any actual, potential, or perceived conflicts of interest, including:

- Financial relationships with ERP software vendors.
- Financial relationships with ERP implementation firms.
- Software reseller agreements.
- Referral agreements.
- Commission arrangements.
- Strategic partnerships.
- Marketing agreements.
- Preferred implementation partner status.
- Any compensation received from ERP vendors within the past five (5) years.

The selected consultant shall not receive commissions, referral fees, incentives, rebates, or other compensation from any ERP software vendor or implementation partner selected under this procurement.

Failure to disclose such relationships may result in disqualification or termination of the agreement.

3. Project Team Qualifications

The proposal shall identify all personnel anticipated to work on the project.

For each proposed individual, provide:

- Name and title
- Office location
- Years of experience
- Role on the project
- Relevant certifications
- Relevant ERP implementation experience
- Public agency experience and, specifically, water district experience
- Availability during the project

The District expects the proposed team to remain substantially unchanged throughout the project.

Substitutions of key personnel shall require prior written approval by the District, after the District receives and reviews the proposed replacement personnel's resume.

4. Desired Certifications

The District prefers firms with personnel holding one or more of the following certifications:

- Project Management Professional (PMP)
- Certified Public Accountant (CPA)
- Certified Government Financial Manager (CGFM)
- Certified Information Systems Auditor (CISA)
- Prosci Change Management Certification

Equivalent qualifications may also be considered.

B. Proposal Requirements

Failure to follow the proposal requirements, including format, may result in reduced evaluation scores.

1. Inquiries

- Inquiries concerning the RFP should be made to Christine McIlrevey at cmcilrevey@ylwd.com.

2. Submission of Proposals

- Proposals are required to be received by 6:00 p.m. on August 31, 2026, for a proposing firm to be considered.

3. Proposal Format

- Proposals shall be organized using the format indicated below.

(1) Section 1 – Cover Letter

A cover letter on Firm letterhead addressing the proposal should be submitted and be signed by an officer of the firm authorized to bind the Firm to all comments made in the proposal and shall include name, address, phone number, and email of the person(s) to contact who will be authorized to represent the Firm.

(2) Section 2 – Firm Overview

Provide an overview of the consulting firm, including its history, office locations, ownership structure, number of employees.

(3) Section 3 – Understanding of the Project

Describe your understanding of the District's objectives. Include challenges commonly encountered during ERP implementations and key project risks. Also include the firm's recommended approach for mitigating risks and critical success factors.

(4) Section 4 – Project Approach

Describe your methodology for the following areas:

- (a)** Current State Assessment
- (b)** ERP Procurement
- (c)** Vendor Evaluation
- (d)** Contract Negotiation
- (e)** ERP Implementation
- (f)** Risk Management
- (g)** Data Conversion
- (h)** Testing
- (i)** Training
- (j)** Go-Live
- (k)** Post-Go-Live Support

Describe how the assigned individual will approach the management of time, resources, and staff to accomplish goals.

Provide samples of an actual report or work product that you have performed for services like those required in this RFP.

(5) Section 5 – Project Schedule

Review the anticipated project schedule in Section II and provide recommendations and a proposed project schedule, including milestones, estimated duration, major deliverables, critical path activities, and required District participation.

(6) Section 6 – Relevant Experience and Proposed Project Team

- (a)** Sufficient evidence as to the consultant's qualifications to perform the work is necessary. This may include former in-house experience and/or experience as a consultant. This information should disclose and include pertinent facts and include at least a description of past performance on projects of similar type, scope, and size; project team members who worked on each project and their roles and percentage commitment of time on the project, and; any other pertinent information to demonstrate experience on similar assignments.
- (b)** Provide a statement regarding the consultant's ability to complete the work in a timely and professional manner.
- (c)** The proposed assigned Project Manager should demonstrate local experience working with five (5) comparable ERP projects completed within the past ten years. For each project include agency name, agency type, population or customer size, ERP software selected, project value, consultant role, services provided, completion date, client contact information, and lessons learned.
- (d)** Experience, qualifications, and availability of the proposed key project staff, specifically related to the proposed function they would perform. Describe specific characteristics of previous similar ERP projects. Include copies of applicable professional licenses in the State of California, as well as a brief statement of the adherence to a set schedule and budget for each project. Provide an organizational chart and attach resumes of the proposed project team. The resumes shall detail each team member's title (project job classification, e.g., Project Coordinator/Manager, Business Analyst, System Analyst, etc.), ERP experience, education, current position with Proposer, and employment history.
- (e)** A summary disclosing any potential conflicts of interest your firm may have from working with other clients or related issues. Note that this should not be construed as a conflict of interest in the strict legal sense, rather, any relationship with other parties that may have some interest in the performance of staff.

(7) Section 7 – References

- (a)** Provide a list of five references within the last ten years for completed ERP projects similar in scope, including project completion date, duration, original project cost, project key members, and final project cost. Include current contact person, email address, and phone number who may be contacted regarding firm or team performance.

4. Cost Proposal

- Compensation shall be based on hourly rates authorized by the District with a total not to exceed contract amount to be established based on amounts provided in the cost proposal. Additionally, compensation shall be provided on an hourly, as-used basis, for Job Classifications provided in the cost proposal.
- The proposer shall submit, as a separate file, a cost proposal including a schedule of hourly billing rates along with an estimate of hours to perform the requested services, by staff classification, and the methodology used for its calculations. Identify hourly rates for all personnel assigned to the project.
- Provide a breakdown of costs for each year of the program (e.g., year one, year two). These costs should be further broken down into costs for hourly consultant staff resources, including number of hours and hourly rates. The image below is an example of a breakdown of costs. The number of rows may vary depending on how many consultants are assigned to the project (e.g., 1, 2, 3, etc.). Additionally, "Consultant Position" should be replaced with the Job Classification of the consultant.

COST ITEM DESCRIPTION	YEAR 1		YEAR 2		SUMMARY OF COSTS
	Hours	Service Rate \$	Hours	Service Rate \$	
Consultant Position (1)					
Consultant Position (2)					
Consultant Position (3)					
Phase 1 Costs	-		-		\$ -
Consultant Position (1)					
Consultant Position (2)					
Consultant Position (3)					
Phase 2 Costs	-		-		\$ -
Consultant Position (1)					
Consultant Position (2)					
Consultant Position (3)					
Phase 3 Costs	-		-		\$ -
Consultant Position (1)					
Consultant Position (2)					
Consultant Position (3)					
Phase 4 Costs	-		-		\$ -
Consultant Position (1)					
Consultant Position (2)					
Consultant Position (3)					
Phase 5 Costs	-		-		\$ -
Consultant Position (1)					
Consultant Position (2)					
Consultant Position (3)					
Phase 6 Costs	-		-		\$ -
SUMMARY OF COSTS TOTAL:					\$ -

- Provide not-to-exceed fees for phase pricing, with a separate not-to-exceed fee for each phase. The total, all-inclusive, maximum price proposed should contain all direct and indirect costs including all out-of-pocket expenses but should exclude Optional Services discussed below.
- Provide, separately, hourly rates and not-to-exceed fees for Optional Services, including additional project management, additional meetings, Board presentations, additional training.

- Identify any reimbursable expenses. The District prefers reimbursable expenses to be included within the proposed fees. The District will not reimburse any direct or indirect costs which are not included in the Cost Proposal and accepted by the District. With respect to travel costs and expenses, the Cost Proposal should maximize the use of local personnel or electronic delivery of services and deliverables to avoid unnecessary travel costs and airline, car rental, hotel, meals, per diems and other travel costs. The consultant shall not be compensated for travel time to the primary location of service and out-of-pocket expenses will not be compensated unless explicitly approved by the District.
 - Include any assumptions used.
5. Completed, signed, and dated Proposer Guarantee (Appendix A) and Proposer Warranty (Appendix B) Forms.

IV. EVALUATION PROCEDURES

A. Committee

Submitted proposals received by the listed time and date will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff members and other parties that have expertise or experience in this type of procurement.

B. Review of Proposals

The committee will evaluate all proposals to determine responsiveness to the RFP. The committee will recommend the selection of the responsible proposer whose proposal is most advantageous to the District. Accordingly, the committee may not necessarily select the proposer with the highest technical ranking nor select the proposer with the lowest total all-inclusive maximum price if doing so would not be in the overall best interest of the District.

During the evaluation process, the District reserves the right to request additional information or clarifications from proposers and to reject any or all proposals. The District also reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The overall criteria listed below are in relative order of importance. As proposals are considered by the committee to be more equal in their technical merit, the evaluated cost of price becomes more important so that when the technical proposals are evaluated as essentially equal, cost or price may be the deciding factor. The proposal package shall present all-inclusive fees for each phase of the engagement.

C. Evaluation Criteria

The District intends to evaluate proposals using a qualifications-based selection process using the criteria listed in this section. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and cost. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a)** The firm has no conflict of interest with regard to any of the work performed by the firm for the District.
- b)** The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- c)** Commitment to timeliness to complete the project.

2. Proposals will be evaluated using the following criteria.

Evaluation Category	Maximum Points
Project Approach and Methodology	20
ERP Procurement & Implementation Experience	20
Understanding of Project	15
Qualifications of Proposed Team	15
Relevant Public Agency Experience	15
Cost Proposal	10
References	5
Total	100

D. Oral Presentations

During the evaluation process, the review committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. If oral presentations are conducted, they may include project approach presentation, key personnel introductions, scenario-based questions, demonstration of project management methodology, discussion of project risks, or questions from selection committee.

E. Selection of Firm

It is anticipated that the Board of Directors will approve the selection of a firm on October 8, 2026. Following notification to the firm selected, it is expected a contract will be executed between both parties by October 22, 2026. Attached as Appendix C is the District's Professional Services Agreement that the selected firm will be expected to sign in its substantive form unless the proposer submits any proposed revisions to the Agreement along with its proposal. Only such proposed revisions will be considered, but not necessarily agreed upon, by the District.

F. District Responsibilities

Services provided by the District during the course of the project will include:

- Access to existing documentation, such as the Business Central Readiness Assessment report, prepared by Cogsdale.
- Meeting facilities or virtual meeting platforms.
- Coordination with legal counsel and procurement staff as necessary.
- District staff to manage the overall project in coordination with the consulting team. This includes managing schedules, timelines, budgets, risks, change control, and phase reviews.
- District staff to assist the Consultant with managing component projects including preparation of RFP, vendor selection, implementation, timelines, budgets, risks, change control, phase reviews, training, and transition.
- District Steering Committee to act as a consulting conduit between executive stakeholders, staff, and the project team.
- District staff Subject Matter Experts to assist the project team with requirements definition, testing, validation, verification, and other input.
- District staff to provide coordination between District consultants working on District information technology systems and/or associated software/hardware.
- District staff will be available to assist the Consultant by providing information, documentation and explanations.

APPENDIX A

PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section III, Consultant Qualifications and Proposal Requirements.

Signature of Official: _____

Name (printed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX B

PROPOSER WARRANTIES

- A.** Proposer warrants that it is willing and able to comply with the State of California Laws and is licensed to practice in California.
- B.** Proposer warrants that it is willing and able to obtain insurance policies of \$1,000,000 for commercial general liability, workers' compensation/employer's liability, and errors and omissions for the willful or negligent acts, or omissions of any officers, employees, or agents thereof. Proposer warrants that it will provide additional insured endorsements for commercial general liability and waivers of subrogation for workers' compensation/employer's liability.
- C.** Proposer warrants that it will not delegate or subcontract its responsibilities under a contract without the prior written permission of the Yorba Linda Water District.
- D.** Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (printed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX C

SAMPLE YLWD PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT**PROJECT: DESCRIPTION****JOB #: JOB#**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered on **DATE** ("Effective Date"), by and between the **YORBA LINDA WATER DISTRICT**, a local public agency, created and operating under authority of Division 12 of the California Water Code ("District"), and **CONSULTANT NAME** ("Consultant"). District and Consultant are referred herein individually as "Party" and collectively as the "Parties."

RECITALS

A. District is engaging Consultant on the **PROJECT NAME** ("Project") described in the Scope of Services attached as **Exhibit "A"** ("Services").

B. District requires a professional consultant with the requisite knowledge, skill, and expertise to provide the necessary Services for the Project to which the specialized services of Consultant are appropriate.

C. Consultant represents to District that it is fully qualified and available to perform the Services for, and as requested by, the District.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

AGREEMENT

1.0 RECITALS. The Recitals above are true and correct.

2.0 SCOPE OF SERVICES. The Services are described in the Scope of Services attached as Exhibit "A". If any language in Exhibit "A" conflicts with language in this Agreement, this Agreement shall prevail. All Services shall be performed in accordance with standards customarily provided by an experienced and competent professional rendering the same or similar Services and in such a prompt and continuous fashion as not to impede or delay the overall completion of the Project.

2.1 Project Manager and Consultant's Representative. Consultant acknowledges that continuous and effective communication between District, Consultant, and other consultants (as appropriate) is necessary to the successful completion of the Project. As requested by District, Consultant may be required to provide copies of its work product and communications to others. Consultant's primary contact with District shall be through District's Project Manager, NAME. District's primary contact with Consultant shall be through the Consultant's Representative, designated in Exhibit "A". When requested by District, Consultant's Representative shall attend Project meetings and will undertake to coordinate its activities with all appropriate individuals and consultants.

2.2 Consultant's Work Product and Availability of District Documents. All work product of Consultant, whether created solely by Consultant or in cooperation with others, is prepared specifically and expressly for District and shall be owned by District. Consultant's design work product, if any, shall be free from defects. District shall make available to Consultant such information and documents in District's possession or control, which are relevant to the Services.

2.3 Approval of Services. Consultant shall provide District with reasonable opportunities to determine whether the Services are being performed in accordance with this Agreement. All Services performed and materials furnished shall be subject to final review and approval by District. District's interim review and approval of Consultant's Services shall not relieve Consultant of its obligations to fully perform this Agreement.

2.4 Subconsultants. The District may allow Consultant to contract with subconsultants to provide Services to the District during the term of this Agreement. District may require subconsultants to submit information, such as qualifications, to the District for evaluation by the District. The District reserves the right to approve or reject any proposed subconsultants.

2.5 Confidentiality of District Information. During the performance of Services, Consultant may gain access to and use District information regarding, but not limited to, procedures, policies, training, operational practices, critical infrastructure, vulnerability assessments, and other vital information (collectively referred to herein as "District Information") which are valuable, special, unique, and vulnerable assets of the District. Consultant shall (a) not use District Information obtained during performance of Services for any purpose other than fulfillment of the Services, (b) protect all District Information and treat it as strictly confidential and proprietary to District, and (c) not, either directly or indirectly, divulge, disclose or communicate any District Information to any third party, other than Consultant's own employees, agents, subconsultants, or subcontractors who have a need for the District Information for performance of the Services, without the prior written consent of the District, or as required by law. A violation by Consultant of this section shall be a material breach of this Agreement and may warrant legal and/or equitable relief and/or termination of this Agreement. Consultant's obligations under this section shall survive the completion of Services, expiration, or termination of this Agreement.

2.6 Commencement and Term of Services.

2.6.1 Commencement of Services. The Project start date is DATE or shall be established by the District's Notice to Proceed.

2.6.2 Term of Services. The term of this Agreement is for three (3) years from the Effective Date unless terminated sooner as provided herein. At its discretion, District may extend the term of this Agreement by written amendment to this Agreement signed by the Parties.

2.7 Time Is of the Essence. Consultant shall perform all Services with due diligence as time is of the essence in the performance of this Agreement. Time limits applicable to performance of the Services are established in Exhibit "A."

3.0 COMPENSATION. As compensation for performance of Services, District shall pay Consultant an amount not to exceed **\$00.00**. Payment will be made at the rates set forth in **Exhibit "B"**. Costs or expenses not identified in Exhibit "B" shall not be reimbursable unless otherwise provided in this Agreement.

3.1 Invoicing. Consultant shall submit an invoice within ten (10) days after the end of each month during the term of this Agreement describing the Services performed for which payment is requested. District shall review and approve all invoices prior to payment. District shall pay approved invoices within thirty (30) days of receipt. Consultant agrees to submit additional documentation to support the invoice if requested. If District does not approve an invoice, District shall send a notice to Consultant setting forth the reason(s) the invoice was not approved. Consultant may re-invoice District to cure the defects identified by District. The revised invoice will be treated as a new submittal. District's determinations regarding verification of Consultant's performance, accrued reimbursable expenses, if any, and percentage of completion shall be binding and conclusive. Consultant's time records, invoices,

receipts and other documentation supporting the invoices shall be available for review by District upon reasonable notice and shall be retained by Consultant for three (3) years after completion of the Services.

3.2 Extra Services. Before performing any services outside the scope of Services ("Extra Services"), Consultant shall submit a written request for approval of such Extra Services and receive written approval from the District. The District is not responsible for compensating Consultant for any Extra Services provided by Consultant without such prior written approval. If the District approves any Extra Services, then the definition of "Services" in this Agreement is deemed to include such Extra Services.

3.3 Obligation to Secure Compensation. By Consultant's signature hereunder, Consultant acknowledges its obligation under Section 3700 of the California Labor Code to secure payment of compensation to its employees before commencing Services under this Agreement.

4.0 TERMINATION. District may terminate this Agreement at any time upon ten (10) days written notice to Consultant. Should District exercise the right to terminate this Agreement, District shall pay Consultant for any Services satisfactorily completed prior to the date of termination, based upon Consultant's Cost Proposal. Consultant may terminate this Agreement upon ten (10) days written notice to District if (a) the District fails to substantially perform in accordance with the terms hereof through no fault of Consultant, (b) the District fails to pay Consultant in accordance with the terms in Section 3.0, or (c) Consultant's Services hereunder is suspended for a period of time greater than ninety (90) days through no fault of Consultant.

4.1 Withholding Payment. If the District (a) has reasonable grounds to believe Consultant will be materially unable to perform the Services under this Agreement, or (b) becomes aware of a potential claim against Consultant or District arising out of Consultant's negligence, intentional act, or breach of any provision of this Agreement, including a potential claim against Consultant by District, then District may, to the fullest extent allowed by law, withhold payment of any amount payable to Consultant that District determines is related to such inability to complete the Services and/or negligence, intentional act, or breach of this Agreement.

5.0 SAFETY. Consultant shall perform Services so as to avoid injury or damage to any person or property. Consultant shall at all times (a) exercise all necessary safety precautions appropriate to the nature of the Services and the conditions under which the Services are performed, and (b) comply with all applicable federal, state and local statutory and regulatory requirements, including State of California, Department of Industrial Relations (Cal/OSHA) regulations. Consultant is responsible for the safety of all Consultant personnel at all times during performance of its Services, including while on District property.

6.0 INDEMNIFICATION.

6.1 Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense (with counsel of District's choosing), indemnify, and hold the District, its directors, officers, employees, representatives, authorized volunteers, and agents (collectively "Indemnified Party") 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, and expert witness fees and attorney's fees and costs and expenses (collectively "Claims and Damages") arising from 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, except for Claims and Damages caused by the sole negligence or willful misconduct of the Indemnified Party.

6.2 Design Professionals. If Consultant's obligation under Section 6.1 to defend, indemnify, and/or hold harmless Indemnified Party arises out of Consultant's performance as a "design professional"

(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 to Indemnified Party shall be limited to Claims and Damages that arise from 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 Claims and Damages shall not exceed Consultant's proportionate percentage of fault.

6.3 Personal Liability, Costs to Enforce Indemnity, Consultant's Defense of Itself, and Survival of Indemnity. Indemnified party shall not be personally responsible for any liability arising from this Agreement. Consultant shall reimburse Indemnified Party for any and all legal expenses and costs incurred by Indemnified Party to enforce the indemnity herein. Consultant shall defend itself against all Claims and Damages arising out of or alleged to arise out of Consultant's performance or non-performance of the Services, and shall not tender such claims to Indemnified Party for defense or indemnity. Consultant's obligation to indemnify the Indemnified Party shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant or the Indemnified Party.

7.0 INSURANCE REQUIREMENTS. Prior to execution of this Agreement, and at any time thereafter on request, Consultant shall provide either a copy of the policies and endorsements or executed certificates of insurance in the form attached hereto as **Exhibit "C"** evidencing the required coverage and limits for each insurance policy. In addition, Consultant shall promptly provide a new executed certificate of insurance whenever an insurance policy required herein, expires, is renewed or is replaced.

7.1 Acceptability of Insurers. Unless otherwise approved by District, each insurance provider shall be authorized to do business in California and have an A.M. Best rating (or equivalent) of not less than "A:VII."

7.2 Notice of Cancellation. Each insurance policy shall provide, or be endorsed to provide, that coverage shall not be cancelled except after thirty (30) days prior written notice (ten (10) days for non-payment of premium) to the District.

7.3 Primary and Non-Contributory Coverage. Except for Workers' Compensation and Employer's Liability insurance and Professional Liability/Errors and Omissions insurance, each insurance policy shall be primary insurance as respects District, its affiliated organizations and its and their respective officers, directors, employees, agents, consultants, attorneys, successors and assigns (collectively, the "**Covered Parties**") for all liability arising out of the activities performed by or on behalf of Consultant. Any insurance, pool coverage, or self-insurance maintained by Covered Parties shall be excess of, and shall not contribute to, Consultant's insurance.

7.4 Insurance Coverage. At Consultant's sole expense, Consultant shall provide and maintain at all times during the performance of this Agreement the following insurance: (1) Commercial General Liability ("**CGL**") insurance; (2) Automobile Liability insurance; (3) Workers' Compensation and Employer's Liability insurance; and (4) Professional Liability/Errors and Omissions ("**E&O**") liability insurance. Consultant waives its right of recovery against the Covered Parties for damages covered by insurance required under this Agreement. Except for Workers' Compensation coverage, all coverage required herein shall be maintained after the term of this Agreement so long as such coverage is reasonably available. Coverage shall be at least as broad as the following:

7.4.1 Commercial General Liability. Each CGL policy shall use Insurance Services Office (ISO) Occurrence Form CG 00 01 and have liability coverage limits of at least \$2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal and advertising injury, products and completed operations, and property damage. and \$4,000,000 policy

aggregate total bodily injury, personal and advertising injury, products and completed operations, and property damage.

7.4.1.1 Additional Insureds. Each CGL policy shall identify Covered Parties as additional insureds or be endorsed to identify Covered Parties as additional insureds, with respect to liability arising out of Services performed by or on behalf of Consultant, including materials, parts, or equipment furnished in connection with Services. Coverage for additional insureds shall not be limited to vicarious liability. Defense costs must be paid in addition to limits.

7.4.2 Automobile Liability. Each Automobile Liability policy shall require coverage for “any auto” and shall have limits of at least \$2,000,000 for bodily injury and property damage, each accident, and shall use Insurance Services Office (ISO) policy form “CA 00 01,” including owned, non-owned, and hired autos, or the equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the CGL policy.

7.4.2.1 Additional Insureds. Each Automobile Liability policy shall identify Covered Parties as additional insureds, or be endorsed to identify Covered Parties as additional insureds, with respect to liability arising out of Services performed by or on behalf of Consultant.

7.4.3 Workers’ Compensation and Employer’s Liability. As required by the State of California, and in accordance with the “Workers’ Compensation and Insurance Act” of the California Labor Code and any amendatory Acts, Consultant shall provide Workers’ Compensation and Employer’s Liability insurance with limits of at least \$1,000,000 per accident for bodily injury or disease.

7.4.3.1 Waiver of Subrogation. Consultant shall require the insurer issuing the Workers’ Compensation insurance to waive all rights of subrogation against the Covered Parties for losses paid under the policy that arise from Services performed under this Agreement. This waiver applies regardless of whether or not the District received a waiver of subrogation from the insurer.

7.4.4 Professional Liability/Errors and Omissions (“E&O”). For insurance appropriate to Consultant’s profession, including “design professionals” under Civ. Code § 2782.8, each E&O policy shall have limits of at least \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate.

7.5 Claims Made Policies. If Claims Made Policies:

7.5.1 The Retroactive Date must be shown and must be before the Effective Date or commencement of the Services.

7.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services.

7.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Services.

7.6 Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability and “insured contract” definition for indemnity, occurrence, no limitation of prior work coverage, and primary and non-contributory insurance requirements stated therein. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered

hereunder, shall be called upon contribute to a loss until Consultant's primary and excess liability policies are exhausted.

7.7 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

7.8 Broader Coverage. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant.

7.9 Subconsultants. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subconsultants.

8.0 CONFLICT OF INTEREST. As of the date of this Agreement, Consultant warrants and represents that there is no actual or potential conflict between Consultant's business, real property, or financial interests and the Services. During the term of this Agreement, Consultant shall comply with the Political Reform Act, Government Code section 1090, and the District's Conflict of Interest Code. Consultant shall immediately disqualify itself and shall not use its official position to influence, in any way, any Scope of Services submitted to Consultant in which Consultant has a financial interest as defined in the Government Code.

9.0 INDEPENDENT CONTRACTOR. The Parties agree that the relationship between District and Consultant is that of an independent contractor and Consultant shall not, in any way, be considered an employee or agent of District. Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of District. District will not be legally or financially responsible for any damage or loss sustained by Consultant because of any act, error, or omission of Consultant or any other consultant, nor shall Consultant make any claim against District arising out of any such act, error, or omission.

9.1 Taxes and Benefits. Consultant shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance Consultant, as an independent contractor, is responsible for paying under federal, state or local law. Consultant is not eligible to receive Workers' Compensation, medical, indemnity or retirement benefits through District, including but not limited to enrollment in CalPERS. Consultant is not eligible to receive overtime, vacation or sick pay from the District.

9.2 Permits and Licenses. At Consultant's sole expense, Consultant shall procure and maintain all permits, licenses, and other government-required certification necessary for the performance of the Services.

9.3 Methods. Consultant shall have the sole and absolute discretion in determining the methods, details, and means of performing the Services required by District. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools and transportation necessary for the successful completion of the Services to be performed under this Agreement. District shall not have any right to direct the methods, details, and means of the Services; however, Consultant must receive prior written approval from District before (a) assigning or changing (i) any work authorizations or (ii) any assignment of Consultant's project manager or key personnel and (b) using any subconsultants or subconsultant agreements for Services or materials under this Agreement.

10.0 NOTICES. Any notice may be served upon either Party by delivering it in person, or by depositing it in the U.S. Mail with the postage thereon fully prepaid, and addressed to the Party at the following address:

District: General Manager
Yorba Linda Water District
1717 E Miraloma Ave
Placentia, CA 92870

Consultant: Consultant Contact
Consultant Name
Address
City, State Zip

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service. If the Parties agree to accept electronic service, service of any notice may be effectuated by email to an email address provided by the Parties.

11.0 ASSIGNMENT. Neither Consultant nor District may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other Party, which shall not be unreasonably withheld.

12.0 NO IMPLIED WAIVERS. If any term, condition, or provision of this Agreement is breached by either Party and thereafter waived by the other Party, that waiver will be limited to the specific breach so waived, and will not be deemed either to be a continual waiver or to waive any other breach under this Agreement.

13.0 NO THIRD-PARTY BENEFICIARIES. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

14.0 INVALIDITY AND SEVERABILITY. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

15.0 CONSTRUCTION AND 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. 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.

16.0 ATTORNEY'S FEES. In the event of any claim or legal action arising out of this Agreement, the prevailing Party shall be entitled to reasonable costs and expenses, including attorney's fees.

17.0 RESOLUTION OF DISPUTES. Pursuant to California Code of Civil Procedure Sections 638 et seq., any dispute arising out of this Agreement shall be resolved by judicial reference, in Orange County, California, by one judicial referee to determine all issues in dispute, whether of fact or of law, and to report a statement of decision. This is a waiver of any right that may exist to a jury trial, but the right to appeal is preserved.

17.1 Selection of Referee. The Parties shall meet and confer to select the referee no later than thirty (30) days after service of the initial complaint on all defendants named in the complaint. The referee must have substantial experience in the type of matter in dispute and without any relationship to either Party, unless the Parties agree otherwise.

17.2 Costs for Judicial Reference. All costs incurred for the judicial reference proceeding, including the cost of the stenographic record, shall be advanced equally by the Parties. However, the referee shall have the power to decide the prevailing party under Section 13 above and reallocate such costs among the Parties in the referee's statement of decision.

18.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

19.0 FORCE MAJEURE. Upon written notice by a Party, the respective duties and obligations of the Parties will be suspended for the time period that performance by the Party is prevented or substantially impeded by workforce strikes, riots, fire, flood, war, terrorism, governmental action, or acts of God.

20.0 ENTIRE AGREEMENT AND AMENDMENTS. This Agreement, and the attached Exhibits, represent the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Parties.

21.0 ELECTRONIC SIGNATURES AND COUNTERPARTS. Any Party may execute this Agreement using an "electronic signature," as that term is defined in California Civil Code Section 1633.2, or a "digital signature," as defined by California Government Code Section 16.5. An electronic or digital signature will have full legal effect and enforceability. This Agreement may be executed in multiple counterparts, each of which is an original. All signatures taken together will be considered as one and the same agreement.

22.0 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the successors and assigns of the Parties.

23.0 COOPERATION AND 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.

24.0 AUTHORITY. The person signing this Agreement on behalf of each Party represents they have the authority to sign on behalf of the Party.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties caused this Agreement to be entered as of the Effective Date.

DISTRICT:
Yorba Linda Water District

CONSULTANT:
NAME

By: _____
R. Mark Toy, P.E.* BC.WRE
General Manager
**Licensed in Arizona and Virginia*

By: _____
Name and Title

REVIEWED BY:
Yorba Linda Water District

By: _____
Dept Director Name and Title

APPROVED AS TO FORM:
Kidman Gagen Law LLP

By: _____
Andrew B. Gagen, General Counsel

Attachments:	Exhibit "A"	Scope of Services
	Exhibit "B"	Consultant's Rate Schedule
	Exhibit "C"	Consultant's Insurance Certificates

EXHIBIT "A"

SCOPE OF SERVICES

SAMPLE

EXHIBIT “B”

CONSULTANT’S RATE SCHEDULE

SAMPLE

EXHIBIT "C"

CONSULTANT'S INSURANCE CERTIFICATES

SAMPLE