

**REVISED**

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**



Request for Proposals

For

Architectural, Space Planning, Interior  
Design and Construction Administration  
Services

RFP Release Date: October 4, 2017

**Proposals Due: 5:00 pm; October 30, 2017**

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## **1) PURPOSE**

The Municipal Water District of Orange County (MWDOC) is currently seeking proposals from qualified vendors interested in providing the services described in this request for proposal. MWDOC seeks to re-design approximately 3,000 SF of office space within its existing 12,800 SF building. We are seeking to improve efficiencies, maximize storage space, modernize the design to meet the needs of current and future employees and develop an office environment that enhances a positive flow of the currently used areas. MWDOC is seeking experienced professionals to provide architectural, engineering, space planning, interior design and construction administration services to be used for solicitation of construction bids for the remodel. The design and planning work will begin in late November 2017 and the actual construction will begin in February/March of 2018. A **MANDATORY** pre-proposal meeting shall be held at the District office on October 16, 2017 at 1pm.

## **2) ABOUT MWDOC**

MWDOC is an independent public water agency that serves as Orange County's regional imported water wholesaler. Our efforts focus on sound planning and appropriate investments in water supply development, water reliability, water resources management, water use efficiency, public information, legislative advocacy, water education, and emergency preparedness. MWDOC's service area covers all of Orange County, with the exception of the cities of Anaheim, Fullerton and Santa Ana. We serve Orange County through 27 retail water agencies plus the Orange County Water District. More information on MWDOC may be found at the MWDOC website, [www.mwdoc.com](http://www.mwdoc.com).

## **3) BACKGROUND**

MWDOC currently has 32 full-time employees and 7 part-time employees. MWDOC's facilities are located in Fountain Valley. The building is approximately 30+ years old. A major remodel was completed in 1992, when the agency moved to the site. There have been some office remodels and office additions throughout the years with the last one being in 2007. MWDOC is looking to remodel its large conference room, remodel an existing area into a small conference room, update its current copier/work room, as well as create additional "open area" work spaces, small meeting rooms and business centers, which will be identified during the planning phase with key staff. The existing large conference room is used for committee/Board meetings of our elected officials, training sessions, and we are evaluating whether to design the room to enable its use as an Emergency Operations Center in the event of an emergency. We are looking for a professional to develop a design that will make efficient use of the current office space based on the existing building structure, taking into consideration the office demographics and organizational structure. Upon completion of architectural and space planning

design, we would like the professional to develop final plans, specifications, and an opinion of probable cost with all of the appropriate architectural, engineering, electrical, plumbing, mechanical and HVAC components as well as any code requirements, that will be required to move forward with construction bids. In addition, we are looking for interior design services to assist us in completing the office décor and color palette for the areas to be remodeled, as well as other areas identified by staff. We are requesting assistance with Project Management and permitting assistance and require that the plans be prepared by a registered Architect.

#### **4) SCOPE OF SERVICES**

The architectural, space planning, design and engineering services required will include the tasks listed below. This list is not all-inclusive and the proposer shall incorporate additional tasks as required and those that may enhance the quality of the project. A site plan is attached.

- a) **Planning Phase:** Prepare a facility assessment and space needs analysis. This assessment should consider the MWDOC's current and anticipated staffing , space utilization, furniture and office needs, conference rooms, storage and workroom needs.
  - Hold meetings with staff to refine and finalize scope and initiate work.
  - Assess MWDOC's space to determine the most favorable balance between shared work areas, private work stations, and private offices, as well as conference rooms, meeting space and business centers for employees to make private calls and guests to work on laptops and make calls. The design should consider space design to accommodate future needs.
  - Evaluate and include existing furniture systems and other existing office furnishings in the new space design, where appropriate.
  - Workspaces need to be designed to allow as much natural light as possible.
  - Provide additional desktop areas for consultants to use. These areas do not have to be in a cubicle. Where possible, the District encourages design that allows for dual-use space. For example, a layout (plan review) table may also be used as a desktop space for a consultant. The needs and use of this type of area to be determined during the facility assessment and space needs analysis.
  - In evaluating existing conference room and redesigning existing rooms into conference rooms, consider orientation of the room, including AV components electrical needs and room functionality.

- Remodel existing work area near the library which currently has two workstations.
- Remodel the existing library room into a small conference room.
- Evaluate and redesign the existing workroom where a large copier, plotter, and a color printer are located. This also serves as a room for organizing/collating printed materials and has two work stations. We would like to make more efficient use of this area.
- Remodel an existing open space area and possibly expand the area by removing some of the existing private offices surrounding the area to create additional open office space areas.
- Remodel existing conference room 102.
- Create additional work spaces and small meeting rooms, business centers, which will be identified during the planning phase with key staff.
- Work with the Water Emergency Response of Orange County (WEROC) Manager to enable the use of Conference room 101 and the Library area, as an Emergency Operations Center (EOC) in the event of an emergency. MWDOC will provide a list of needs to meet this requirement. Based on the assessment, a room layout specific for EOC operations will be provided with feedback from WEROC Manager. Role or functionality of these rooms as EOC's will include considerations of the following:
  - Displays (projections, white boards, TV, smart boards)
  - Electrical/AV hubs placed in consideration of room layout for EOC operations
  - Furniture conducive to an EOC operations center, i.e. tables, chairs, etc.
- WEROC staff is in the process of completing a Seismic Retrofit Assessment and there will be recommendations for general building and seismic improvements; staff will provide a copy of the assessment to the vendor.
- Tables for conference rooms need to be equipped with traditional AC outlet, as well as phone connections and USB ports along with wheels for ease of mobility and include modesty panels.
- Approach design and construction phasing with least impact to business operations, as staff will continue to work in the office.
- Evaluate options, space and design consideration for providing back-up power to the facility.
- The consultant will provide three renderings for consideration and make a presentation of the final to the Board of Directors.

b) **Interior Design Services:**

- Assist with interior design services for areas to be remodeled.
- Recommend furniture needs for various areas, where needed.
- Assist with completing décor and color palette in areas, where needed.

c) **Preconstruction Phase:** Develop architectural drawings, plans and specifications necessary for construction of proposed remodeled space including providing for furniture needs.

- Coordinate with management to evaluate the HVAC, mechanical, electrical, plumbing, telecommunications systems, IT, and other logistics deemed necessary for proposed redesigned space and potential impact to surrounding areas.
- Electrical and computer wiring will need to be identified in the open work space areas as well as the conference rooms; including network, AV, power, telephone and all appropriate technology to be used for meetings.
- Develop plans, specifications, cost estimates and timelines consistent with prevailing wage, applicable code requirements and MWDOC needs. The construction aspects shall include specifications for appropriate seismic restraints for life-safety measures for wall and ceiling mounted furniture or equipment.
- Ensure the necessary approvals and permits for design and construction are obtained when applicable.
- Prepare bid documents of a design, bid, build nature including:
  - Specifications for the Scope of Work
  - Invitations to Bid
  - Instructions for Bidders
  - The Construction Contract/Agreement, including General Conditions, Special Conditions, and the Contract for the Work (the District's Legal Counsel has standard construction agreements, but needs the specification and special provisions to be added).
  - Invite selected construction contractors, hold pre-bid job-walks, solicit the bids, administer the bid process, and assist in the selection of the construction contractor for the project.
  - Review the construction contractors' shop drawings, submittals, substitutions, Value Engineering suggestions, and other documentation prior to the actual commencement of the work, and establish final budgets for the project.

- d) **Construction Phase:** Oversee all construction and furniture installation activities.
- Oversee all construction and installation activities to minimize staff disruption, downtime and construction delays.
  - Consider potential temporary relocation of personnel and equipment from areas to be remodeled.
  - Ensure construction is in-line with approved architectural design and codes.
  - Ensure furniture is installed in-line with approved floor plan.
  - Report on completion of the progress.
  - Hold regularly scheduled meetings on-site during the construction to resolve any outstanding issues and report on the progress of the work.
  - Work with MWDOC staff to plan the construction schedule, and to alert us of scheduled system shut-downs required for the remodel work to the site.
  - Review the construction contractors' payment requests, and verify their accuracy, prior to MWDOC's progress payments.
  - Maintain record of Requests for Information, Substitutions, Change Orders, Lien Releases, etc., and administer the construction process.
  - Arrange and witness any performance tests prior to acceptance of work.
  - Schedule the training of MWDOC staff to become familiar with any new equipment installed at the site.
  - Develop and track the punch-list process, and verify Substantial Completion of the project.

## 5) PROPOSAL CONTENT REQUIREMENTS

At the sole discretion of MWDOC, a proposal may be eliminated from consideration if, among other things it fails to contain each of the following provisions or fails to provide a justification satisfactory to the MWDOC for excluding any of the following provisions:

- a) **Vendor:** Identification of the prospective vendor, including name of the firm submitting the proposal, its mailing address, telephone number, email, and contact person for the proposal.
- b) **Subcontractors:** The prospective vendor must list any prospective subcontractors it plans to use in performing the work. MWDOC, in its sole discretion, reserves the right to reject subcontractors proposed by the vendor.
- c) **Methodology:** The proposal shall include a description of the prospective vendor's overall approach to providing the services described in the Scope of Services.

Additionally, the proposal must include a specific project approach that includes the following:

- i. A statement describing relevant experience in architectural and space planning that demonstrates the ability to accomplish the Scope of Services described in this RFP.
  - ii. Specific steps the prospective vendor will take in order to provide the services for each of the phases described in the Scope of Services.
  - iii. Each proposal should identify the specific approach to be used in completing each project phase, a proposed time schedule for the completion of each phase; specific methods to be used for completing each phase; and planned resources allocated to each phase, including sub-contractors to be used to complete each phase.
  - iv. Proposals should also include the approach to be used to monitor timelines, performance and cost.
- d) **Cost:** The proposal shall include a quotation of charges, including the classes/categories of personnel to be used in the project, the total hourly rate charged for each class, the estimated number of hours that each class of personnel will charge, and any other costs for equipment, software, or supplies. The proposal should include a separate cost component for each of the four phases including itemized work activities. The cost components must include the total number of hours required to produce the deliverable and contain cost quotations of charges for each class of personnel and sub-contractors that would be used to produce the deliverables.
- e) **Related experience:** The prospective vendor shall provide MWDOC with a listing of similar projects described in this RFP. Specifically, the list must include three examples of projects in which the prospective vendor was responsible for the oversight of architectural, space planning, interior design and construction administration services. The listing should include:
- i) Title of project
  - ii) Name of the entity
  - iii) Brief description of the project; and
  - iv) Name and telephone number of the entity's project manager.

By furnishing this information, prospective vendor gives permission to the District to contact these entities regarding the prospective vendor's past performance.

During the evaluation process, MWDOC reserves the right, where it may serve the best interests of MWDOC, to request additional information or clarification from respondents or to allow corrections of errors or omissions. MWDOC also reserves the right to follow-up and negotiate with any prospective vendor prior to the award of the contract.

The vendor is also welcome to note areas where a different approach would be beneficial and should at least be considered.

## 6) EVALUATION

MWDOC will consider all of the following criteria in evaluating proposals:

- a. **Technical Aspects of Proposal:**
  - Quality of approach and methodology
  - Clarity and succinctness of proposal
- b. **Organizational Capabilities**
  - Demonstrated ability to successfully manage projects of similar scale
  - Qualifications and experience of management and lead staff to be assigned to the project
  - Related organizational experience
- c. **Cost**
  - Overall cost of the project

## 7) INTERVIEW

Based on evaluation of the written proposals, if deemed necessary, MWDOC **may** select a short list of vendors for an interview process.

## 8) PROJECT TIMELINE

A proposed schedule for this project is shown below:

October 4, 2017	Release of RFP to Vendors
October 16, 2017	Walk Thru
October 25, 2017	Deadline for Questions Regarding the RFP
October 30, 2017	Proposals Due
November 15, 2017	Board Approval
November 22, 2017	Execute Contract
November 27, 2017	Work to begin

Proposals shall be submitted in an enclosed and sealed envelope no later than **October 30, 2017** at 5:00 p.m. and should be addressed to Municipal Water District of Orange County.

Proposals may be delivered in one of the following methods:

- **Hand delivered to:**  
Municipal Water District of Orange County  
Attn: Cathy Harris, Administrative Services Manager  
18700 Ward Street  
Fountain Valley, Ca 92708
- **Delivered via common carrier (e.g. UPS or FedEx) to:**  
Municipal Water District of Orange County  
Attn: Cathy Harris, Administrative Services Manager  
18700 Ward Street  
Fountain Valley, Ca 92708
- **Mailed via U.S. Postal Service to:**  
Municipal Water District of Orange County  
Cathy Harris, Administrative Services Manager  
18700 Ward Street  
P.O. Box 20895  
Fountain Valley, CA 92728

Please submit five (5) hard copies of the proposal and (1) electronic copy in PDF format. Proposals received after the date and time listed above will not be accepted or considered.

It is the Proposer's sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received at the proper place by the deadline. Postmarks will not validate proposals which arrive after the deadline listed above.

Proposals will be retained by MWDOC and considered public information. Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250et seq.).

Under no circumstances may the Proposer contact any other staff member or board member of MWDOC or its member agencies to discuss this RFP or clarify any requirements herein. Failure to comply with this requirement may be ground for immediate disqualification.

All questions regarding information contained in this RFP should be directed to Cathy Harris, in writing via email at [charris@mwdoc.com](mailto:charris@mwdoc.com) Responses to inquiries will be provided within 48 hours.

## **9) ACCEPTANCE OF MWDOC STANDARD AGREEMENT FOR CONSULTANT SERVICES, INSURANCE REQUIREMENTS**

Please note that the successful vendor will be expected to execute MWDOC's Standard Agreement for Consultant Services and to provide evidence of the required insurance. The proposal shall include a statement that you have reviewed MWDOC's Standard Consultant Agreement and the General Insurance Requirements; and, if selected, will execute said agreement; your firm and any sub-consultants will fulfill the insurance requirements; and, your firm will provide the required insurance documents as well as the additional insured endorsements as specified. Any exceptions or amendments to MWDOC's Standard Consultant Agreement must be identified in the proposal.

**MWDOC Standard Agreement for Consultant Services (Exhibit A)**

**EXHIBIT A**  
**STANDARD AGREEMENT FOR CONSULTANT SERVICES**

This **AGREEMENT** for consulting services dated \_\_\_\_\_, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, \_\_\_\_\_ hereinafter referred to as "**CONSULTANT**" for \_\_\_\_\_ hereinafter referred to as "**SERVICES.**"<sup>1</sup> **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

**I**                    **PURPOSE AND SCOPE OF WORK**

**A.**        **Consulting Work.**

**DISTRICT** hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein. Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

**B.**        **Independent Contractor.**

**CONSULTANT** is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **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 thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **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**. **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 his/her own expense, all labor, materials, equipment 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 using any sub-consultants for **SERVICES** under this **AGREEMENT**.

**C.**        **Changes in Scope of Work**

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or

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<sup>1</sup> Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.

scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

## **II** **TERM**

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days' notice as provided herein.

## **III** **BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS**

### **A. Budgeted Amount for Services**

**CONSULTANT** is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon invoicing the **DISTRICT** 80% of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

### **B. Fees**

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "B"** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "B"** shall continue to apply unless and until modified by consent of the **PARTIES**.

### **C. Notification Clause**

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five(5) working days.

### **Notices shall be made as follows:**

Municipal Water District of Orange County  
Cathy Harris  
Admin. Services Manager  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708

Company  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address:  
City, State, Zip:

### **D. Billing and Payment**

**CONSULTANT's** fees shall be billed by the 10th day of the month and paid by **DISTRICT** on or before the 10th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**.

**DISTRICT** shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. 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 in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

#### E. **Billing Records**

**CONSULTANT** shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

### IV **DOCUMENTS**

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

### V **TERMINATION**

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

### VI **INSURANCE REQUIREMENTS**

**CONSULTANT** shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

#### A. **Workers' Compensation Insurance**

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

**CONSULTANT** and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT**. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

#### **B. Professional Liability Insurance**

**CONSULTANT** shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days' notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

#### **C. Other Insurance**

**CONSULTANT** will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for nonpayment of premium) notice of cancellation to **DISTRICT**. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

#### **D. Expiration of Coverage**

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

### **INDEMNIFICATION**

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors and employees and authorized volunteers, and each of them from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, 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 **DISTRICT** nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

**CONSULTANT** shall defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to **DISTRICT**.

**CONSULTANT** shall pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

**CONSULTANT** shall reimburse **DISTRICT** or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

**CONSULTANT's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, or its directors, officers, employees, or authorized volunteers.

## **VII** **FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethic's Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

## **VIII** **PERMITS AND LICENSES**

**CONSULTANT** shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements. **CONSULTANT** must be a registered Architect and certify all plans accordingly.

## **IX** **LABOR AND MATERIALS**

**CONSULTANT** shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid.

**CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in Exhibit "B".

**X**                    **CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

**A. Confidential Nature of Materials**

**CONSULTANT** understands that all documents, records, reports, data, or other materials (collectively "**MATERIALS**") provided by **DISTRICT** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

**B. No Disclosure of Confidential Materials**

**CONSULTANT** shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

**C. Protections to Ensure Control Over Materials**

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

**XI**                    **OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT**

upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT**, including but not limited to any copyright interest. In addition, **DISTRICT** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** shall acquire no right or interest in such property.

## **XII**            **EQUAL OPPORTUNITY**

**DISTRICT** is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT** whom the **DISTRICT** knows or has reason to know are violating this policy. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

## **XIII**           **INTEGRATION OF ALL OTHER AGREEMENTS**

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

## **XIV**            **ATTORNEYS' FEES**

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing **PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

**XV JURISDICTION AND VENUE SELECTION**

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this **AGREEMENT**.

**APPROVED BY:**

**CONSULTANT ACCEPTANCE:**

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Robert Hunter, General Manager  
Municipal Water District of Orange County  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708  
(714) 963-3058

Name:  
Address:  
Phone:  
Tax I.D. #

## EXHIBIT "A"

<b>ETHICS POLICY</b>	<b>§7100-§7111</b>
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### **§7100 PURPOSE**

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

### **§7101 RESPONSIBILITIES OF BOARD MEMBERS**

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

### **§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES**

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading or false information is prohibited.

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Motion - 1/17/96;

### **§7103 CONFLICT OF INTEREST**

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official

capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

#### **§7104 GIFTS**

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.\*
2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.\*
3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.\*
4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.
5. Acceptance of incidental transportation from a private organization provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

\* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

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Motion - 1/17/96;

### **§7105 PERSONS OR COMPANIES REPORTING GIFTS**

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

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Motion - 7/21/93; Motion - 8/18/93;

### **§7106 USE OF CONFIDENTIAL INFORMATION**

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

### **§7107 POLITICAL ACTIVITIES**

Employees are free to endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC.

### **§7108 IMPROPER ACTIVITIES**

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use

or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

#### **§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS**

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the General Manager for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination. If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action.

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Motion - 1/17/96;

#### **§7110 VIOLATION OF POLICY -- DIRECTORS**

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

#### **§7111 PERIODIC REVIEW OF CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES**

During the first quarter of the year immediately following an election (every two years), the Board shall meet to review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct.

**Please note:** If using Consultant's proposal as Exhibit "B" to supplement or the standard Exhibit "B" Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

## EXHIBIT "B"

### SCOPE OF WORK, TERMS OF AGREEMENT AND TERMS AND CONDITIONS FOR BILLING

<b>Company:</b> <b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Tax I.D. #</b>
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1. Term – Commencement (Insert Date) \_\_\_\_\_ Termination (Insert Date) \_\_\_\_\_

2. Fees/Rates to be billed - \$ \_\_\_\_\_

a. Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed

\$ \_\_\_\_\_. **CONSULTANT** shall send **DISTRICT** an invoice no later than the tenth (10<sup>th</sup>) day of each month. **DISTRICT** shall pay said invoice by the (10<sup>th</sup>) day of the following month.

Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.

4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list "refer to Exhibit " ) \_\_\_\_\_

5. Consultant Representative: \_\_\_\_\_