



REQUEST FOR PROPOSAL

ORANGE COUNTY REGIONAL WATER & WASTEWATER MULTIJURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

**ISSUE DATE:
Monday, April 24, 2017**

**QUESTION SUBMISSION DEADLINE:
Monday, May 8, 2017**

**PROPOSAL SUBMISSION DEADLINE:
Friday, May 19, 2017**

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Overview

The Water Emergency Response Organization of Orange County (WEROC) and the Municipal Water District of Orange County (MWDOC) are seeking proposals from experienced consultants to provide professional consulting services for the update of the 2012 Orange County Regional Water & Wastewater Multi-jurisdictional Hazard Mitigation Plan (HMP) for MWDOC and 19 participating agencies within WEROC.

I. Description of the Municipal Water District of Orange County

MWDOC is a wholesale water supplier and resource planning agency. Our efforts focus on sound planning and appropriate investments in water supply development, water use efficiency, water education, public information, legislative advocacy, and emergency preparedness. MWDOC's service area includes all of Orange County, with the exception of the cities of Anaheim, Fullerton, and Santa Ana. We serve Orange County through twenty-eight (28) water providers comprised of cities, water districts, and investor owned utilities, known as participating agencies. Within Orange County, local water supplies meet nearly half of our demand. To meet the remaining demand, MWDOC purchases imported water from the Metropolitan Water District of Southern California (MET). These supplies come from northern California and the Colorado River. MWDOC delivers this water to its 28 participating agencies, which provide retail water services to the public. MWDOC is governed by a seven-member Board of Directors. The public elects each director to represent a specific portion of Orange County. MWDOC appoints four additional directors to represent the interests of Orange County on the Board of Directors of the Metropolitan Water District of Southern California.

WEROC which is administered by MWDOC, coordinates emergency response and mutual aid planning for all Orange County water and wastewater agencies (35 Agencies) including Anaheim, Fullerton, and Santa Ana. WEROC provides its participating agencies and volunteer staff with planning support, emergency preparedness and response training. In the event of a major emergency affecting Orange County, these volunteers would mobilize at the WEROC emergency operations centers to coordinate response. WEROC works closely with the County of Orange, Orange County Fire Authority, California State Water Resource Control Board Division of Drinking Water, and other entities to ensure a holistic approach and a well-coordinated emergency response.

II. Project Description

The MWDOC will be the lead agency in the coordination and update to the 2012 HMP. Currently, the 2012 HMP has a set of annexes to address issues, goals, objectives, capabilities, assets, and mitigation measures of each participating agency. During the HMP update process, the consultant shall facilitate a process for each participating agency (20) to update the agency specific annexes. The consultant will work with MWDOC and the participating agencies to update each specific annex.

The proposed project is to conduct an update to a regional hazard mitigation assessment and consequently develop a regional hazard mitigation plan that meets the Federal Emergency



Management Agency (FEMA) guidelines for approval. The goal is to update each agency's vulnerabilities and apply those to a regional concept of emergency mitigation, in order to have a regional water & wastewater utilities plan.

Currently each participating water utility has conducted security threat vulnerability assessments and have a general emergency plans that are compliant with California's Standardized Emergency Management System and the National Incident Management System.

Below is a list of the 20 water and wastewater agencies that will be participating in the plan update:

1. City of Buena Park
2. City of Garden Grove
3. City of La Habra
4. City of Newport Beach
5. City of Orange
6. City of Tustin
7. City of Westminster
8. El Toro Water District
9. Laguna Beach County Water District
10. Mesa Water District
11. Moulton Niguel Water District
12. Municipal Water District of Orange County
13. Orange County Sanitation District
14. Orange County Water District
15. Santa Margarita Water District
16. Serrano Water District
17. South Coast Water District
18. South Orange County Water Authority
19. Trabuco Canyon Water District
20. Yorba Linda Water District

III. Minimum Requirements

- Qualified proposals will be from consultants with experience in preparing Multi-jurisdictional Hazard Mitigations Plans and preferably have working knowledge in water systems, emergency management and mitigation actions for water and wastewater systems.
- Consultant must have a minimum of five (5) years' experience providing mitigation planning services.
- Preferred that consultant has experience providing the services in the scope of work to water and wastewater utilities.



General Information and Key Dates

I. General Information

- WEROC will not be held liable for any costs incurred by consultants in responding to this Request for Proposal (RFP).
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Each bidder shall submit a complete proposal with all information requested.
- The consultant must be able to meet all MWDOC insurance requirements. (See attached Standard Consultant Agreement)
- MWDOC reserves the right to request additional information from any or all of the respondents.
- MWDOC reserves the right to reject any or all of the proposals. All late or incomplete proposals will not be considered. MWDOC shall have sole discretion in determining the completeness of each proposal.
- MWDOC shall reserve the right to follow-up on consultant qualifications and contact past clients for references.
- The terms and scope of the contract will be determined on the basis of professional negotiations between MWDOC and the prospective consultant. MWDOC reserves the right to negotiate with any or all consultants prior to award. If MWDOC and the prospective consultant fail to reach a contractual agreement, MWDOC may negotiate with other qualified consultants.
- Following the selection of the consultant and execution of the contract, all respondents will be notified of MWDOC's decision.
- The approved plan and all data gathered throughout the term of the contract will be property of MWDOC.
- Any questions regarding the RFP should be directed to Francisco Soto, WEROC Emergency Coordinator, by email at fsoto@mwdoc.com
- The current 2012 Hazard Mitigation Plan can be found by using the link below or on the MWDOC website (mwdoc.com).
 - <http://www.mwdoc.com/weroc/Hazard-Mitigation>

II. Key Dates

Request For Proposal Issue Date:	Monday, April 24, 2017
Questions Due:	Monday, May 8, 2017
Proposal Submission Deadline:	Friday, May 19, 2017
FEMA Approval by:	August 2018



Scope of Work

I. Overview

The successful consultant will be required to work closely with the MWDOC project manager, as the coordinator for the HMP, twenty (19) participating agencies, other governmental agencies and members of the community to update the HMP for the WEROC. The HMP must comply with the FEMA and the California Governor's Office of Emergency Services (OES) standards. The completed plan shall result in a FEMA, State, participating agency and MWDOC Board of Directors approved HMP.

The consultant shall act as the project manager, primary investigator and primary author of the HMP and will be required to report to FEMA, OES and the HMP Planning Team as necessary throughout the term of the contract. A Planning Team consisting of core representatives from the county, cities, special districts and the consultant will be formed by WEROC. The Planning Team will meet at least once a month to review progress and address plan development needs. The consultant shall provide technical and administrative services including, but not limited to coordinating monthly Planning Team meetings, communications, presentations, documentation of the planning process and bi-weekly status reports on budget and work progress.

The consultant will be expected to coordinate and complete the following minimum tasks in the development of the HMP and in accordance with the timeline that is mutually agreed upon. Responders having alternate proposals to meet the objective, may, after responding to the minimum tasks hereunder, offer alternatives (identifying advantages, disadvantages and associated costs) for consideration by WEROC.

The response to the RFP shall be prepared by the consultant in a task format with the methodology of how each task will be performed and shall contain the following minimum information:

II. Task 1: Stakeholder Involvement

Please note, the consultant will provide meeting materials (sign-in sheet, agenda, and PowerPoint presentation), facilitator, and meeting minutes for each meeting.

Planning Team

The HMP planning team will be composed of representatives of MWDOC, participating agencies, and surrounding jurisdictions.

The consultant should budget to schedule monthly in person meetings with the planning team to review process, review hazard extents, history, and potential losses, determine mitigation goals and objectives, and review mitigation measures. The consultant should propose the amount of meetings that should take place to fulfill the tasks in the RFP.



Public Involvement

The consultant shall coordinate and solicit public involvement in an effort to capture community input and educate the public. This shall include multiple open sessions for input and review, written and oral comments, media releases and specific outreach to key stakeholders. The consultant will provide WEROC, outreach language, meeting dates, plan progress, and a draft copy of the HMP, to display on the MWDOC website during the development process.

Consultant shall facilitate a minimum of three public meetings. Each meeting will focus on educating the public on the HMP development process and identify community concerns. When a final draft HMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the consultant.

Note: For security reasons, all sensitive critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

III. Task 2: Planning

Integration of Other Planning Efforts

Consultant shall review the participating agencies general plans, capital improvement plans, Orange County Reliability Study, 2012 HMP, emergency operations plans, Wells and Pipeline Seismic Assessment Report and any other relevant documents identified by the Planning Team. These plans may be integrated into the HMP as appropriate.

Hazard Identification and Risk Assessment

Consultant, in conjunction with the Planning Team, shall identify and update natural or man-made hazards that may affect or have historically affected the County Operational Area. Information sources should include current and historical data from Federal, State and local government documents. Data sources would include the State Hazard Mitigation Plan and local sources such as the County of Orange Hazard Mitigation Plan and the 2012 HMP.

The consultant will revise and/or update each hazard by identifying their key characteristics, such as nature, location, history, duration, extent, and the probability of occurrence.

Consultant shall use these findings to identify, update and map areas at risk for potential hazardous events.

Local Capabilities Assessment

The consultant shall work with each participating agency to identify local administrative, technical, financial, and human resources available to reduce the risk of identified hazards. Consultant shall discuss with WEROC and participating agencies, the prior use of these resources, if any, and effectiveness. A draft capabilities assessment will be prepared by the consultant for review and approval by the Planning Team as part of the HMP planning process.



Identify Assets

Consultant shall update the inventoried and mapped list of critical facilities, infrastructure elements and relevant assets. The data will be collected from the existing HMP, the Planning Team and other sources as appropriate. Geographic Information System (GIS) maps will be provided by MWDOC and the participating agencies. All hazard maps will be updated by the consultant.

Estimate Potential Losses

Consultant will work with each participating agency to identify and update the types and count of structures at risk including, but not limited to, critical facilities, and infrastructure.

Consultant shall estimate and update potential damages using resources and data provided by the Planning Team and FEMA/State tools. Other losses based on historical data, community needs and population will be added as appropriate to the loss estimate.

Consultant shall use data collected to prioritize and update the hazards associated with Orange County. The hazards will be prioritized based on historical data, potential damage to critical infrastructure, potential loss estimates, occurrence data, probability of location, funding and mitigation abilities.

Planning Process

The plan shall document the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Additionally, the consultant will document the planning process by ensuring that all meeting materials (sign-in sheet, agenda, and PowerPoint presentation), stakeholder and public comments, and any outreach methods used (e-mails, surveys, social media, etc.) are incorporated into the plan.

IV. Task 3: Participating Agencies Mitigation Goals, Objectives, and Mitigation Measures

The current HMP has a set of annexes to address issues that are specific to participating agencies. The consultant shall assist with updating the agency specific annexes. The Planning Team meetings will be used as an opportunity to obtain all pertinent information from each agency. The consultant will be in charge of developing materials to provide each agency as take home assignment. The take home assignment materials should attempt to obtain mitigation goals, objectives, future mitigation measure, and other necessary information.

Develop/Update Hazard Mitigation Goals

Using the data collected as a guide, the consultant will work with the Planning Team to update and develop goals and a long term vision to mitigate the risk to people and property within the MWDOC and member agencies, and enhance mitigation capabilities.

Develop, Update, Evaluate and Prioritize Hazard Mitigation Measures

Consultant will provide the Planning Team with a list of potential mitigation measures from past identified best practices and mitigation measures that are plausible and effective given the



capabilities assessment and previously developed concepts. The Planning Team will identify, review and evaluate the updated mitigation measures that best achieve the mitigation goals that have been developed, and finalize the mitigation measures. The cost to implement the measures, their social acceptance, environmental impact, technical feasibility, economic impact and the legality of the mitigation must be evaluated as part of the process.

The Planning Team will review potential mitigation measures, modify them as needed and prepare a final approved list.

Mitigation Measures Implementation Plan

Using the data collected and with assistance from the Planning Team, the consultant will develop an implementation plan to outline how each mitigation measure will be implemented in the next five years. The implementation plan will include responsible party, timeline, funding source, and a description of the mitigation measure.

V. Task 4: Draft 2018 Hazard Mitigation Plan and Final 2018 Hazard Mitigation Plan

Draft Hazard Mitigation Plan

Consultant shall provide a preliminary draft of the updated 2018 HMP for review by the Planning Team and participating agencies. Once approved by the Planning Team, the 2018 HMP will be presented in public meetings and made available to the stakeholders and public for review. Consultant shall address valid input from the Planning Team, stakeholders, and the public, and include in the updated HMP.

Final Hazard Mitigation Plan

The consultant will submit the revised 2018 HMP on behalf of WEROC to OES. If comments are received from OES or FEMA, the consultant will take appropriate action to address FEMA and OES concerns. The revised final draft draft will then be resubmitted to OES and FEMA. The FEMA approved draft will then be presented to the MWDOC Board of Directors and each participating agencies elected Board or City Council for final review and approval. Once FEMA receives proof of MWDOC Board of Directors approval and each participating agencies elected Board or Council approval, the plan will be final.

- Consultant shall provide twenty (20) hard copies and twenty (20) editable electronic copies (USB Drive) of the final FEMA and Board approved plan.
- Consultant shall provide any copies that are submitted to OES and FEMA.



Proposal Content

Submitted proposal must contain the following information:

- Cover letter
- Table of Contents
- Consultant experience
 - Provide the consultants experience in emergency planning
 - Provide the consultants experience in developing/updating multi-jurisdictional hazard mitigation plans
 - Provide the consultants experience working with water and/or wastewater utilities
- Provide the consultants methodology for completing the scope of work
- Provide a proposed project schedule to include planning meetings, milestones, public participation, OES submission, and FEMA submission. Please be mindful that WEROC and the participating agencies need FEMA/OES/Board approval by August 2018.
- Resumes of key staff that will work on the project to include, project manager, writer/s, and any support staff.
- Provide a detailed cost proposal to include a breakdown of the cost of completing the scope of work for each agency. This will be a fixed price contract.
- Submit a minimum of four (4) references where the consultant provided similar services. Please use the format below.
 - **Name of Organization/Agency:**
 - **Point of Contact Name:**
 - **E-mail:**
 - **Phone Number:**
 - **Term of Contract:**
 - **Services Provided:**
- Provide two (2) completed multi-jurisdictional hazard mitigation plans from two different agencies referenced above. The plans should be included electronically.



Submission Instructions

Below you will find the submittal instructions:

- **SUBMITTAL DEADLINE: The submittal deadline is 3:00 PM PST on Friday, May 19, 2017.**
- MWDOC must receive responses to the RFP by this deadline via U.S. Mail or hand delivery. **Faxed or email responses will not be accepted.** Late submissions will not be accepted. MWDOC is not responsible for any delivery errors on the part of the U.S. Postal Service or other carrier regarding timely delivery of responses. Consultant should contact MWDOC to confirm receipt of submissions if a confirming email was not previously received. Physical response packages shall be addressed and delivered to:
 - Municipal Water District of Orange County
c/o Water Emergency Response Organization of Orange County
Attention: Francisco Soto
18700 Ward Street
Fountain Valley, CA 92708
 - Submissions must be clearly marked: **ORANGE COUNTY REGIONAL WATER & WASTEWATER MULTIJURIDICTIONAL HAZARD MITIGATION PLAN UPDATE**
- Please provide one (1) hard copy and one (1) electronic (USB Drive) copy of the proposal.
- Sample multi-jurisdictional hazard mitigation plans should only be included electronically.
- Proposals received after closing date will not be considered.



Consultant Selection Process

MWDOC intends to approve one consultant from among the qualified respondents to provide technical consulting to MWDOC and the participating agencies. **MWDOC reserves the right to discontinue utilizing any selected consultant that does not perform to MWDOC's and the member agencies expectations.**

MWDOC staff will review all completed proposals submitted by the deadline and select a consultant that meets the minimum requirements and can demonstrate a clear understanding of and the ability to perform the task outlined in the Scope of Work. Price shall also be considered in the selection process but selection will not be determined by the lowest bid.

The consultant and, in particular, the project manager, must be fully capable in all areas outlined under the Scope of Work. An award of an Agreement, if any, shall be based on the evaluation of the proposal. By responding to this RFP, consultants agree to accept the selection made by the District as final and binding. The District reserves the right to reject any or all proposals, to waive any informality in any proposal, and to make awards in the interest of the District. Selection of a consultant will be in accordance with all applicable laws and regulations.

By submitting a proposal, consultants agree that the District may consider the consultant's experience, facilities, delivery abilities, conduct and performance under other contracts, reputation in the industry, and other factors which could affect the consultant's performance under this Agreement. Only consultants that have demonstrated the ability to meet the requirements of this RFP will be considered for selection.

Upon release of this RFP, all consultant communication concerning the RFP should be directed to Francisco Soto, WEROC Emergency Coordinator. The preferred method of communication between the District's representative and consultants is email. Any oral communication with a District representative will be considered unofficial and non-binding on the District.

This request does not commit the District to retain any consultants, to pay costs incurred in the preparation of proposals, or to proceed with the project. MWDOC reserves the right to reject any or all proposals and to negotiate with any qualified applicant.

All submitted proposals (including accompanying materials) will become the property of MWDOC. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.)



Attachment 1

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**."¹ **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**.

CONSULTANT represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

¹ 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.



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 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 expending and invoicing the **DISTRICT 75%** 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
Name: _____
Title: _____
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 25th day of the month and paid by **DISTRICT** on or before the 15th 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** in accordance with applicable law. 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 non payment 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 **SERVICES** 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 incurred by counsel of the **DISTRICT's** choice 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 counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

CONSULTANT shall immediately 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**, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.



CONSULTANT shall immediately 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 immediately 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 survive the termination or completion of this agreement for the full period of time allowed by law and 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.

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.

CONSULTANT hereby assigns to **DISTRICT** or **DISTRICT's** designee, for no additional consideration, all **CONSULTANT's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this agreement. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that **DISTRICT** or **DISTRICT's** designee reasonably requests to establish and perfect the rights assigned to **DISTRICT** or its designee under this provision.

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**. 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.

XVI DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

By signing this Agreement, **CONSULTANT** hereby certifies under penalty of perjury under the laws of the State of California compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and has or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a) (2), to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The **CONSULTANT's** policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Agreement:
 - i. Will receive a copy of the **CONSULTANT's** drug-free policy statement, and
 - ii. Will agree to abide by terms of the **CONSULTANT's** statement as a condition of employment.
- d. This Agreement may be subject to suspension of payments or termination, or both, and the **CONSULTANT** may be subject to debarment if the **DISTRICT** determines that:
 - i. **CONSULTANT** has made a false certification, or;
 - ii. **CONSULTANT** violates the certification by failing to carry out the requirements noted above.

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**.

Municipal Water District of Orange County
Water Emergency Response Organization of Orange County
Request for Proposal



APPROVED BY:

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

CONSULTANT ACCEPTANCE:

Date _____

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

Internal Use Only:	
Program No.	_____
Line Item:	_____
Funding Year:	_____
Contract Amt.:	_____
Purchase Order #	_____



EXHIBIT "A"

ETHICS POLICY	§7100-§7111
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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.

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.

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.

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.

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" please attach the proposal or complete 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

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

1. Term – Commencement (Insert Date) _____ Termination (Insert Date) _____
2. Fees/Rates to be billed - \$_____
4. Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed \$_____. **CONSULTANT's** fees shall be billed by the 25th day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**

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: _____