



MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

REQUEST FOR PROPOSALS

for

PHASE I - LANDSCAPE DESIGN
PHASE II- LANDSCAPE RENOVATION
PHASE III -LANDSCAPE MAINTENANCE AND WEED ABATEMENT
SERVICES

May 18, 2017

Contact Person:
Katie Davanaugh
Phone 714-593-5005

18700 Ward Street
Fountain Valley, CA 92708
714-963-3058

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY - REQUEST FOR PROPOSALS

INTRODUCTION

1.1 General

Municipal Water District of Orange County (MWDOC) is requesting proposals (“Proposals”) from qualified vendors/contractors (“Respondents”) for the following:

Phase I - Landscape Design

Phase II - Landscape Renovation

Phase III - Landscape Maintenance and Weed Abatement Services

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of Respondent to perform the work or provide the services described in this RFP. The Proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this project. Vendor/Contractor may submit proposals on one, two or all three phases.

1.2 About us

MWDOC is an independent public water agency that serves as Orange County’s regional imported water wholesaler. We 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. We serve 2.3 million residents of Orange County through 27 retail water agencies, plus the Orange County Water District. Our agency is governed by a seven-member Board of Directors, each elected by the public to represent a specific portion of Orange County.

Project Description

MWDOC is requesting proposals to establish a contract to provide Landscape Design, Landscape Renovation, and Landscape Maintenance and Weed Abatement Services for an atrium area in its current facility located in Fountain Valley.

1.3 Project Schedule

Phase I (Landscape Design) – June 26, 2017 to October 2, 2017

Phase II (Landscape Renovation) – Following approval of landscape design - to December 31, 2017

Phase III – July 1, 2017 to June 30, 2018

Respondents to this RFP must be able and willing to commit the necessary resources to complete the project within this timeframe.

1.4 Pre-Proposal Walk-through

MWDOC will conduct a mandatory pre-proposal walk through at 18700 Ward Street, Fountain Valley, CA 92708 on May 25, 2017 at 10 am and 1pm.

2. SCOPE OF REQUIRED SERVICES

2.1 Summary of Services

The scope of services to be provided includes the following:

A Scope of Services for each phase is attached hereto. While the full scope of work shall be negotiated in a District Standard Agreement, a copy of which is attached hereto as Attachment "5", the Respondent will be expected to fulfill, at a minimum, the services and technical requirements described in the attached Scope of Services.

3. SCHEDULE OF EVENTS

Timetable for Reviewing and Evaluating Proposals:

1.	RFP Release	5/18/2017
2.	Mandatory Walk Thru	5/25/2017
3.	Preproposal Requests for Clarification Due	5/30/2017
4.	Proposal Due Date	6/5/2017
5.	Anticipated Final Selection	6/22/2017
6.	Project Start	6/26/2017
7.	Completion of Phases I and II	12/31/17

4. PROPOSAL REQUIREMENTS

4.1 Proposal Format

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

Proposals shall be organized and include the following:

(a) Cover Letter. Identify Respondent's legal name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, fax number, web site address, and e-mail address. Summarize key elements of the proposal.

(b) Understanding of Project and Project Approach. A detailed description of Respondent's understanding of and approach to the project. Provide a detailed scope of services which reflects the Scope of Services described in this RFP.

(c) Personnel. Identify the names and specific qualifications, experience, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project. Include a resume for all primary staff. Include any subcontractors which Respondent proposes to use for any portion of the services.

(d) List of Representative Projects. List of representative projects undertaken by Respondent in the last 5 years demonstrating experience in the proposed services.

(e) References. Provide three (3) references regarding the Respondent's experience and performance performing similar services. Include the following information: (1)

Organization contact name, phone number, e-mail address; and (2) Project size and description, if applicable, and description of services. Each reference must be from a different organization.

(f) District Experience. Identify all previous and current contracts with the District. Include a contact name, description of services, and dates of services performed.

(g) Cost Proposal. Respondents shall include a detailed cost proposal for the services inclusive of all hourly rates, anticipated travel, and other incidental costs and charges. It is anticipated that a not-to-exceed dollar limit will be negotiated with the successful Respondent.

(h) Conflict of Interest Disclaimer. Respondent must submit the Conflict of Interest Disclaimer statement disclosing interest, ownership or remuneration of any type that has been received or is anticipated from any manufacturer, supplier or distributor which may be recommended on the project. The Conflict of Interest Disclaimer is included in Attachment "4" Required Forms.

(i) Acknowledgment of Insurance Requirements. Respondent must submit the attached "Acknowledgment of Insurance Requirements" form acknowledging that it has reviewed the insurance requirements and will provide such insurance. The Acknowledgment of Insurance Requirements Form is included in Attachment "4" Required Forms. The applicable insurance requirements are described in the District's Standard Agreement.

(j) Public Works Contractor Registration Certification. Respondents must complete the Public Works Contractor Registration Certification, attached hereto as Attachment "4".

4.2 No Deviations from the RFP

In submitting a Proposal, Respondent is certifying that it takes no exceptions to this RFP including, but not limited to the District Standard Agreement attached hereto as Attachment "5". Respondent is directed to carefully review the proposed District Standard Agreement and, in particular, the insurance and indemnification provisions therein.

5. SUBMITTAL INSTRUCTIONS

To be considered, MWDOC must receive three (3) hard copies of the Proposal and one (1) electronic pdf version on a CD or USB Drive, at the address set forth below, prior to **5:00 p.m. local time on June 5, 2017**. The Proposal must be enclosed in a sealed envelope.

By Mail

Municipal Water District of OC
18700 Ward Street, CA 92708
Attn: Katie Davanaugh

In Person or by Courier

Municipal Water District of OC
18700 Ward Street, CA 92708
Attn: Katie Davanaugh

6. INSURANCE & BOND REQUIREMENTS

The applicable insurance requirements are described in the District Standard Agreement. By submitting a Proposal, Respondent acknowledges that it has reviewed the insurance provisions and takes no exceptions to this language.

The successful Respondent shall submit all required proof of insurance forms prior to commencing work.

7. EVALUATION

7.1 Evaluation Criteria

A Selection Committee will evaluate and rank the proposals. Proposals will be evaluated according to the following criteria:

<u>Evaluation Criteria</u>	<u>%</u>
Relevant Qualifications	25
Experience/ Work Product & References	20
Schedule	20
Cost	25
Overall Quality of Proposal	10

Respondents should note that the lowest cost proposal is not the sole determining factor in the final selection.

Upon determination of the highest ranked firm, MWDOC will endeavor to negotiate a mutually agreeable scope and fee with the selected firm. In the event that MWDOC is unable to reach agreement, MWDOC will proceed, at its sole discretion, to negotiate with the next firm selected by MWDOC.

7.2 Interviews

MWDOC may, at its discretion, invite a shortlist of Respondents to participate in a panel interview to be held at MWDOC. No Respondent shall be entitled to or otherwise guaranteed an interview with MWDOC.

7.3 Award of Contract

If awarded, the contract will be awarded on the basis of demonstrated competence and professional qualifications. MWDOC reserves the right to reject all proposals and to contract for services in the manner that most benefits MWDOC including awarding more than one contract, if desired.

Any Respondent awarded a contract shall execute MWDOC's Standard Agreement, which is attached as Attachment "5", without exception.

8. REQUESTS FOR CLARIFICATIONS

All questions, interpretations or clarifications, either administrative or technical must be requested in writing and directed to:

Katie Davanaugh, Sr. Executive Assistant, kdavanaugh@mwdoc.com

All written questions will be answered in writing and conveyed to all firms on the Proposer's List. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 5:00 p.m. local time on May 30, 2017.

9. GENERAL PROVISIONS

9.1 General. Respondent is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. MWDOC reserves the right to reject any or all Proposals or to select the Proposal most advantageous to MWDOC. MWDOC reserves the right to verify all information submitted in the Proposal.

9.2 Amendments to RFP. MWDOC reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.

9.3 No Commitment to Award. Issuance of this RFP and receipt of proposals does not commit MWDOC to award a contract. MWDOC expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.

9.4 Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if MWDOC receives the amendment prior to the deadline stated herein for receiving Proposals, or as otherwise allowed by MWDOC.

9.5 Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

9.6 Late Proposals. MWDOC will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by MWDOC.

9.7 Costs for Preparing. MWDOC will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of MWDOC. MWDOC will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

9.8 Alternative Proposals. Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Respondent.

9.9 Public Documents. All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

9.10 No Exceptions. Submission of a Proposal constitutes acceptance by Respondent of the conditions contained in this RFP and the District Standard Agreement, should Respondent be selected.

9.11 Withdrawal. Respondent's authorized representative may withdraw its Proposal only by written request received by MWDOC before the submittal deadline.

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
REQUEST FOR PROPOSALS**

**ATTACHMENT 1
SCOPE OF SERVICES**

LANDSCAPE DESIGN

1. GENERAL:

- 1.1. Contractor will evaluate the Outdoor Atrium area located in the center of the office building surrounded by glass windows containing offices.
- 1.2. Contractor to provide a detailed landscape design concept with recommended plant selection, irrigation system and removal of existing plants.
- 1.3. Contractor will provide a detailed design concept taking into consideration the purpose and use of the area.

ATTACHMENT 2

SCOPE OF SERVICES

LANDSCAPE RENOVATION

1. GENERAL:

- 1.1. Contractor will demo area as specified per design specification. All equipment needed for this effort will be provided by Contractor.
- 1.2. All debris containment and disposal from demo and installation work is the responsibility of the Contractor.
- 1.3. Contractor will purchase and install all plants, mulch and required supplies for the project, per the design specifications.
- 1.4. Contractor will purchase and install all irrigation per design specification. Particular attention must be given to eliminate overspray on building exterior and windows.
- 1.5. Contractor shall furnish all replacement plants within 30 days from installation due to loss arising from contractor or his or her representative's negligence.
- 1.6. Contractor will provide work in accordance with Prevailing Wage requirements.
- 1.7. Contractor will be registered with Department of Industrial Relations.
- 1.8. A payment bond is required for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000).

ATTACHMENT 3

SCOPE OF SERVICES

LANDSCAPE MAINTENANCE AND WEED ABATEMENT SERVICES

1. **GENERAL:**

- 1.1. Contractor will provide the necessary landscape maintenance and weed abatement services to MWDOC atrium area as outlined by this general scope of services.
- 1.2. The site shall receive scheduled visitations to include weeding, trimming and irrigation system checks/maintenance and other care that provides for healthy plants and vegetation and an attractive appearance.
- 1.3. The site shall be cleaned of trash and debris. The area shall have dirt, debris and trash, which have accumulated since the previous visit, removed. All trash and debris shall be "properly and legally disposed of".
- 1.4. Weed area by a manual weeding program or by the use of selective herbicides. Shrubs and ground covers will be trimmed and edged as necessary to maintain a neat appearance. Shrubbery topping, thinning and removal of underbrush shall be performed on a continuous basis as needed to maintain a neat, uniform appearance.

2. **CONTRACTOR'S RESPONSIBILITY:**

- 2.1. Furnish all fertilizer, compost, spraying and/or control of pests, insects and weeds at no additional cost. The rodent control traps are MWDOC's responsibility.
- 2.2. Any pesticides, herbicides, or chemicals used by contractor will be approved by the District prior to use and only used as specified by labeling and applied under proper license.
- 2.3. Furnish all labor, materials, installation, supplies, equipment, services, machinery, tools, utilities and other facilities of every kind and description as required unless otherwise stated in this agreement.

3. **PERSONNEL, EQUIPMENT, LICENSES, PERMITS:**

- 3.1. Contractor to provide all necessary personnel, equipment, applicable licenses and permits required by City, County, State and/or Federal regulations to perform their work in conformance with California and Federal OSHA requirements and California Department of Food and Agriculture.
- 3.2. Prior to any work being performed, contractor must supply a copy of their current Department of Pesticide Regulations license number.
- 3.3. Provide a twenty-four (24) hour emergency phone number and repair service, including home phone number, cellular phone number and contact person's name.
- 3.4. All crews will include at least one English speaking person and be supervised by a qualified foreman or superintendent on the job site at all times.

- 3.5. Contractor personnel shall present a neat appearance and be easily recognized by wearing distinctive clothing or appropriate badges containing the contractor's name and employee's name with company logo.
- 3.6. All work will be performed in a professional and workman like manner in keeping with accepted horticultural practices and techniques. All work will be in conformance with the best trade practices.
- 3.7. Contractor will provide work in accordance with Prevailing Wage requirements.
- 3.8. Contractor will be registered with Department of Industrial Relations.

4. **OTHER REQUIREMENTS:**

- 4.1. Contractor will track pesticide, herbicide, chemical usages and report to the District as requested. The District will be copied on any reporting the contractor is required to submit to outside agencies.
- 4.2. Invoices will include billing detail by date and any codes needed to expedite processing. Invoices will be submitted monthly.
- 4.3. Report all damages, graffiti, breach of security, and suspicious activity to authorized District personnel promptly.
- 4.4. District and Contractor shall complete a quality control inspection on a monthly basis to be performed during the last week of each month. All deficiencies or unacceptable work noted must be addressed within seven (7) days of this inspection. Quarterly written reports summarizing conditions, resolutions, and actions taken or needed shall be prepared and submitted in a format suitable to the District representative.
- 4.5. Contractor shall establish and implement methods for ensuring that all keys and keycards issued to Contractor by District are not lost, misplaced, or used by unauthorized persons. No keys or keycards issued to Contractor by District shall be duplicated without prior written authorization from District. Contractor shall report to the District any occurrence of a lost or duplicated key or keycard. In the event the keys or keycards are lost, duplicated, or the District deems it necessary, the District will re-key or replace the affected lock or locks at the Contractor's expense by short paying the current invoice. It is also the responsibility of Contractor to prohibit the opening of locked areas or to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas.
- 4.6. It is the responsibility of Contractor to ensure that all items of personal or monetary value found by the Contractors employees be turned in to the District representative immediately.

5. **AUTHORIZED PERSONNEL:**

The following persons are authorized to act on behalf of the District:

Cathleen Harris, Administrative Services Manager
Phone: 714-329-5412

Katie Davanaugh, Sr. Executive Assistant
Phone: 714-593-5005

Matthew Conway, Water Use Efficiency Coordinator
Phone: 714-593-5038

LANDSCAPE MAINTENANCE SPECIFIC SERVICES

1. TYPICAL SERVICE PERFORMED UPON EACH VISIT TO SITE

- 1.1 Removal and control of moss or fungus growth in Atrium area is the responsibility of Contractor.
- 1.2 Fertilize all trees and plantings as often as necessary to produce healthy growth and maintain consistent good color.
- 1.3 Maintain tree stakes, repairing or replacing ties as necessary to provide support until appropriate age has been reached, at which time stakes will be removed and disposed of off-site in a proper manner.
- 1.4 Inspect weekly, clean, adjust and complete minor repairs of entire irrigation system as needed to provide the correct amount of moisture to all plants, trees, shrubs and ground cover area (i.e., drip tubing repair/replacement, dripper emitters, micro-sprayers and nozzle replacement, resetting of timers, and adjustment of spray patterns as appropriate).
- 1.5 Schedule all irrigation controllers to maximize existing irrigation system efficiency. Controller programs will be adjusted weekly, as determined by weather conditions. Watering will be scheduled for night or early mornings, unless instructed differently by MWDOC. Clean and adjust the sprinkler system to provide the best coverage possible from the existing systems.
- 1.6 Run-off is to be minimized and times must be set as to not be a nuisance (i.e., spraying onto the hardscape area and windows). Adjust heads as necessary to prevent over spraying on building, or other un-landscaped areas. Particular care must be exercised to eliminate over-spray on building exteriors and windows.
- 1.7 Contractor shall furnish all replacement plants within one week due to loss arising from contractor and/or his/her representative's negligence. Contractor will be held liable for loss of plants and property due to negligence while performing such landscape maintenance.
- 1.8 Prune all trees and shrubs to maintain good form of growth and development of the plants. This will be accomplished by thin pruning and shaping during the growth months (spring, summer) and heavy pruning and shaping in the winter months. Remove trimmings from the site and dispose of in a proper manner.
- 1.9 Removal of branches over three inches (3") diameter will be construed as major surgery. The District will be informed of any major tree surgery needed and prior approval is required before work begins.

- 1.10 Remove all overhanging tree branches and/or vegetation. All waste (i.e., trimmings, dead trees and vegetation, etc.) will be removed from site and hauled away at contractor's expense.

2 ADDITIONAL SERVICES:

- 2.1 Extra labor and materials will only be provided when pre-authorized and approved in writing prior to the performance of the extra work. In the event of any major or emergency repair, contractor will attempt to notify the District immediately before and after repairs are made. Re-plumbing costs shall be Contractor's cost for parts and material plus labor not to exceed scheduled rates specified for additional unscheduled work.

- 2.2 Replanting costs shall be at Contractor's cost for material plus labor.

WEED ABATEMENT SPECIFIC SERVICES

1. TYPICAL SERVICES PERFORMED UPON EACH VISIT

- 1.1 Review the service work order to determine requirements for the site.
- 1.2 Identify any hazards, utilities, equipment and fixtures before beginning work.
- 1.3 Contractor will provide the necessary weed abatement services to MWDOC'S Atrium area as outlined by this general scope of work.
- 1.4 Weeds will be removed from the area, in concrete, walkways and along property perimeters.
- 1.5 Weed all areas by a manual weeding program or by the use of selective herbicides.

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
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ATTACHMENT 4
REQUIRED FORMS

CONFLICT OF INTEREST DISCLAIMER

The undersigned, _____ (*Print or Type Name*), declares that _____ (*Name of Firm*) [has/ does not have] interest, ownership, or receives/ anticipates receiving remuneration of any type from the manufacturer(s), supplier(s) or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>
-------------	----------------	---------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Representative

Title

Date

**ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS
AND CERTIFICATION OF ABILITY TO
PROVIDE COVERAGES SPECIFIED**

I, _____, the _____
(President, Secretary, Manager,
Owner or Representative)

of _____, certify that I have (Name of
Company or Corporation or Owner)
read and understand the Insurance Requirements set forth in the Professional Services Agreement
for the Landscaping and Weed Abatement Services and that our insurance company(ies)

[fill in name(s) of insurance company(ies)]

is/are able to provide the coverages specified.

Signature of President, Secretary,
Manager, Owner or Representative

Date

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information. No bid or proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Respondent hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Contractor License Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project or contract.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in any contract with subcontractors and ensure that all subcontractors are registered at the time of the proposal submittal and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

Required only if contract expenditure is in excess of \$25,000 PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Municipal Water District of Orange County (hereinafter designated as the "District"), by action taken or a resolution passed _____, 2017 has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Work"); and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, Surety or Sureties shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond

and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any change, extension of time, addition, alteration or modification herein mentioned and waives the provisions of Section 2819 and 2845 of the California Civil Code.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligations created by this payment bond, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2017.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

THE FOLLOWING INFORMATION IS

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety and
Agent or Representative for service
of process in California)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
REQUEST FOR PROPOSALS**

**ATTACHMENT 5
DISTRICT STANDARD AGREEMENT**

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.

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

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.

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 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 equivalent. 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 **PREVAILING WAGES**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects, including landscape projects. If the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected and appointed officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work in violation of the provisions of the Labor Code.

Registration. If subject to prevailing wages, this Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with all requirements and regulations from the Department of Relations relating to labor compliance monitoring and enforcement. Pursuant to Labor Code sections 1725.5 and 1771.1, Contractor shall be registered with the Department of Industrial Relations to perform public work throughout the performance of the Work.

Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission

Contractor's Labor Certification. By its signature hereunder, Contractor certifies the following: "I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract."

XIV 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**.

XV 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.

XVI 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.

XVII PAYMENT BOND REQUIREMENTS

Within ten days after this Agreement is executed, CONSULTANT shall deliver to the DISTRICT four identical counterparts of the Payment Bond in the form supplied by the DISTRICT and included in the contract documents. Failure to do so may, in the sole discretion of DISTRICT, result in the termination of this AGREEMENT for cause. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the DISTRICT. The Payment Bond shall be for one hundred percent (100%) of the Budgeted Amount and shall be increased to reflect any changes in the Budgeted Amount.

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. #

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 for 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 anybody 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 - \$ _____
3. 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: _____

**ATTACHMENT
TO
DISTRICT STANDARD SERVICES AGREEMENT
SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

Maintenance Activity	Each Visit	Weekly	Twice Weekly	Monthly	Quarterly	As Necessary
Edging and Trimming Along roadways, drainage devices, easements, fences Around valves and other improvements						
Trim Hedges and Shrubbery						
Maintain Planted Areas Remove weeds Replenish woodchips and other mulch fertilize						
Prune Trees and Check Staking Throughout site						
Use Blower To Clear Hard Surfaces						
Remove trimmings and debris						
Apply Approved Weed Control Treatment						
Apply Snail Bait						
Maintain Rodent Control Devices Inspect and maintain bait level Repair as needed						
Maintain Irrigation System Maintain irrigation time clock Clean filters Adjust position and height of spray Adjust drip emitter flows Check for damage or leaks Inspect irrigation , adjust pressure as needed						