



## **REQUEST FOR PROPOSALS**

**For**

**Professional Services**

**For**

**Landscape Design Assistance:  
Landscape Design Assistance to Encourage California Friendly  
Landscapes for Turf Removal Rebate Program Participants**

**Proposals Due: 5:00 PM, April 11, 2019**

**March 25, 2019**

## **Landscape Design Assistance to Encourage Climate Appropriate Landscapes for Turf Removal Rebate Program Participants**

### **I. Introduction**

The Municipal Water District of Orange County (MWDOC) and its member agencies invite your firm to submit a Proposal to provide professional services for a program titled, The Orange County Landscape Design Assistance Program (LDAP). MWDOC is soliciting bids from qualified landscape designers to provide 2-hour California Friendly landscape design consultations and 2-hour California Friendly landscape maintenance consultations to participants in MWDOC's Turf Removal program. Each consultation will include a customized landscape design and landscape maintenance plan, respectively, for the homeowner. Multiple Vendors may be awarded the contract.

A link to a portfolio of each selected consultants' housed on their business website will be posted on MWDOC's Program website. Program Participants will use this information to select a preferred MWDOC-approved Consultant to begin the one-on-one landscape design consultation. Once this one-on-one consultation has been completed to the satisfaction of MWDOC and the Program Participant, a Design Package consisting of a Concept Plan, Planting Plan, and Irrigation Plan will be delivered to MWDOC first for review and approval and then the property owner. The Design Package will also be uploaded to MWDOC's website to be accessed by those additional Program Participants interested in MWDOC's Turf Removal Rebate Program (TRRP) to assist them in their landscape retrofit design choices. All work resulting from the one-on-one design consultations will become the property of MWDOC and will be posted on MWDOC's website for access by other Program Participants and the public.

After the execution of the Professional Services Agreement (Attachment D) with MWDOC, each Landscape Design Consultant (Consultant) will provide MWDOC with links to their professional website. The professional websites shall display examples of the Consultant's past work and serve as a portfolio from which participants will choose a Consultant. LDAP Participants, once approved by MWDOC, will begin receiving assistance from the Consultant of their choice to create a climate appropriate front-yard landscape that incorporates Best Management Practices (BMP) for Storm Water Management. Completing this entire effort will be accomplished within twelve-months of Agreement execution.

#### **Please Note:**

The Landscape Design Assistance Program is a Pilot Program. As a Pilot Program, there may be the need for adaptive program management and refinements throughout its implementation, with the intent to utilize any lessons learned to establish future similar programs.

### **II. Background**

Water agencies throughout Orange County have had a long standing commitment to water use efficiency. MWDOC's TRRP has been in existence since 2010 and has helped remove more than 20 million square feet of turf grass across Orange County, resulting in water savings for every square foot of turf removed. Through surveys, MWDOC has found that one of the major hurdles to participating in the TRRP is a lack of access to landscape retrofit design resources.

### **III. Scope of Services**

MWDOC proposes to hire Consultant(s) that will provide technical design assistance for approximately 100 Participants in MWDOC's TRRP, resulting in the delivery of Design Packages for each Participant. Additionally, approximately 100 Participants will receive landscape maintenance consultations resulting in the delivery of Maintenance Plans for each Participant.

Depending on their area(s) of expertise, Consultant(s) will provide MWDOC with links to their business websites showcasing their design and/or maintenance skills and past work. The links to these websites, as well as the zones of Orange County serviced by the Consultant will be posted on the MWDOC TRRP website and will be used by participants to select the designer/maintenance professional of their choice.

As defined in Task 1, the designer/Consultant chosen by the TRRP Participant will meet the Participant at the turf removal site. They will walk the site together, and then discuss plant pallets, design features, irrigation options, and overall goals for the project. The time allotted for the design consultation is approximately 2 hours. The designer/Consultant will then develop a draft design packet produced specifically for the TRRP site. This draft design will be emailed to MWDOC and the TRRP Participant for review. The designer/Consultant will make a follow up phone call to the TRRP Participant to discuss any alterations or adjustments to the draft.

With input from the TRRP Participant on the draft design, the Consultant will develop and deliver the final digital PDF copy to MWDOC. After review and approval by MWDOC, the Consultant will then deliver the Design Package (as defined in Task 2) to the TRRP Participant in the form of a hard copy and digital copy. The Design Package should be based on the needs of the Participant and meet the requirements of the TRRP. In addition to the Design Package, the Consultant will provide high-resolution photographs of all of the plants listed in the Planting Plan, taken at each plant's maturity.

After a TRRP Participant has completed the installation of their landscape, they have the option to receive a maintenance consultation and plan from a landscape maintenance professional, as defined in Task 3. The landscape professional/Consultant chosen by the TRRP Participant will meet with the Participant at the turf removal site. They will spend time walking through the site with the Participant, making note of specific plants, design features and the irrigation system. They will discuss any current maintenance efforts and address any concerns the Participant may have. The Consultant will then use this information to develop a maintenance plan detailing weekly, monthly, seasonal and annual maintenance actions. This plan shall address plant water needs, soil maintenance, irrigation system maintenance, mulch replenishment and any other considerations likely to arise during the landscape's first five years.

Consultants may submit pricing for Task 1 and Task 2 only, Task 3 only, or Tasks 1, 2, and 3. Through this effort, it is our intent to build a web-based platform for landscape retrofit design assistance for all TRRP participants. Participant access to landscape retrofit design and maintenance assistance will facilitate the completion of a turf removal and re-landscaping project on either as a "do-it-yourself" project or via a contract with a contractor of their own choosing.

## **Description of Work**

The following Tasks will be performed by the Consultant(s) for the Orange County Landscape Design Assistance Program (LDAP). Consultants may opt to perform Task 1 and Task 2 only, Task 3 only, or Tasks 1, 2, and 3. All consultants must complete Task 4.

### **Task 1 – Site Visit and Design Consultation**

Once the Consultant's website links have been added to the Program website, TRRP participants will signify their need to work with a LDAP design consultant. These participants will answer a series of questions that will qualify them for involvement with a LDAP Consultant. A pre-inspection will be conducted by the designated TRRP inspector and will include measurements and photographs of the existing turf. MWDOC will review each potential participant and either deny or approve their continued involvement. Once a Participant has been selected to move forward in the Program and is notified of approval by MWDOC, the Consultant will also be informed and will reach out to the Participant for an initial appointment. MWDOC will provide the Consultant with the completed questionnaire and inspection paperwork.

The on-site walk-through and design Consultation should take approximately (two) 2 hours. The Consultation time period may be broken up into multiple consultation periods in order to ensure the Participant's satisfaction with the completed Design Package as described in Task 2. As the LDAP will only pay for a total of two (2) hours of the Consultant's time, the site inspection and the Consultation should not exceed a total of two (2) hours.

The design Consultation will cover the following:

- Design style choice
- TRRP project area design
- Plant choices and proper placement
- Plant care and maintenance
- Irrigation recommendations and plans (including suggested WaterSense-labeled controllers)
- Tips and suggestions for do-it-yourselfers
- Review of the design with Program Participant to the satisfaction of the Participant and MWDOC

During the Consultation, the Participant and the Consultant should work together to develop a Design Package that will meet or exceed the following minimum design requirements for the TRRP and LDAP:

- All areas must remain permeable to air and water
  - Weed barriers must be permeable
  - Concrete, plastic sheeting, or other impermeable surfaces will not be included
  - Grout and/or mortar used with pavers are not considered permeable

- Pavers or bricks are not considered permeable unless at least 2 inches of space is provided between the pavers or bricks
- There must be a minimum of three (3) plants per 100 square feet of turf removed
  - This minimum only describes the minimum requirements for the Turf Removal Program (TRRP). The actual number of plants will be contingent upon the design style and Consultation.
- Areas may not be designed to include bare soil
  - Any areas with bare soil must be covered in non-synthetic mulch
    - Acceptable mulch includes, but is not limited to, compost, bark, wood chip, decomposed granite, river rock.
    - Synthetic mulch such as rubber chips or plastic is ineligible
  - Mulch is not required in areas planted with creeping or rooting groundcovers
- At least one of seven sustainability features shall be incorporated into the design. These features include:
  - Rock Garden
  - Dry-Stream Bed
  - Grading
  - Swales
  - Berms
  - Rain Gardens
  - Rain Barrels or Cisterns
- Irrigation system must be a low flow system
  - Low flow systems are drip or high efficiency, embedded emitter, low precipitation rotating nozzles, or must be capped to handwater
  - While it is expected that most or all of the turf grass is to be removed, if only part of a lawn is converted, all irrigation zones must be modified to water to the lowest watering needs of the hydrozone. A single irrigation zone shall not be designed to irrigate two or more hydrozones of different water requirements.
- Project areas may not be designed to include swimming pools/Jacuzzis, ponds, fountains, or other water-containing fixtures

A representative of a retail water agency may choose to be present during each of the appointments between the Participant and Consultant. MWDOC should be notified 3-5 days ahead of time of each appointment made.

For additional information on the TRRP, it is recommended that the Consultant read the TRRP Terms and Conditions supplied in Attachment B. TRRP terms and conditions are subject to change.

## **Task 2 - Design Packages**

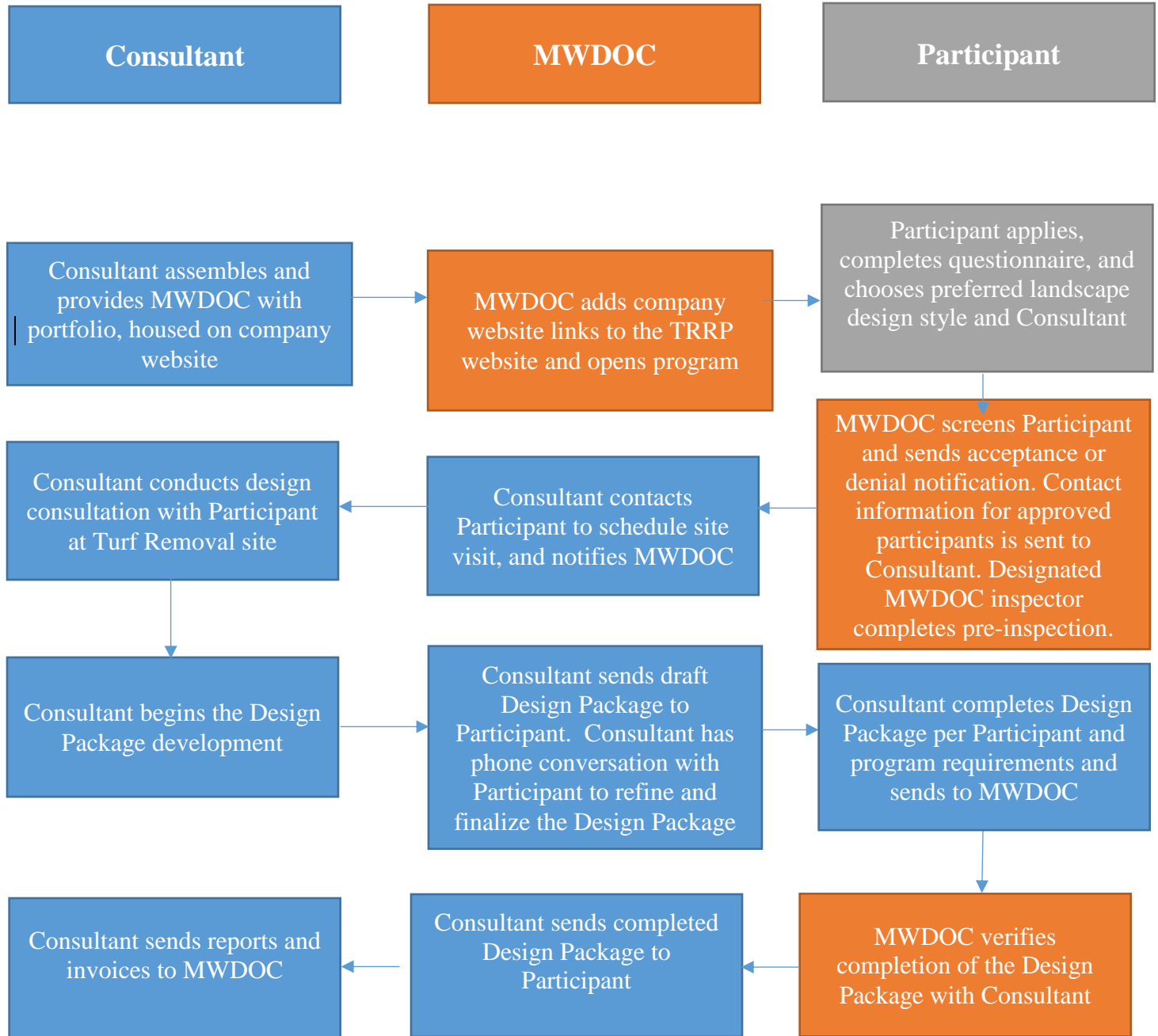
Once the Consultation has been completed, the Consultant will provide MWDOC with a completed Landscape Design Package within the requirements of the LDAP and TRRP that is customized and based upon the needs of the Participant and the site (to the Participant's satisfaction). After MWDOC reviews the Design Package, the Consultant will then submit the completed Design Package to the Participant. The Design Package must comply with any local ordinances, covenants, conditions, and restrictions and any Homeowner Association requirements. These Design Packages may also be posted on MWDOC's website and will be associated with each respective Consultant's firm. Design Package shall be billed to MWDOC by quantity of packages, and will be paid at a flat rate per package. Work related to the design packages shall not be billed or paid on an hourly basis.

### **Deliverables for Task 2**

- A Landscape Design Package for each individual site provided within 30 days or less of the design Consultation.
- The Landscape Design Package shall be supplied in hard copy to the Participant and in electronic PDF format to both the Participant and MWDOC and should be formatted to fit 8.5"x11" or 11"x17."
- All plan drawings in the Landscape Design Package should show the turf removal area to scale; however, it is not necessary for the remaining landscape or buildings to be drawn to scale. The Landscape Design Package shall include:
  - A Design Concept Plan in color. The turf removal area should be to scale, but it is not necessary for the remaining landscape to be drawn to scale.
  - A design statement
  - A Planting Plan (with full plant list)
  - Sustainability feature design and installation detail
  - Images and names of plants at maturity to be used in the Planting Plan
  - An Irrigation Plan for the project area. The Irrigation Plan may make use of the various irrigation manufacturers' free design services as long as the irrigation system is designed with efficient and low flow irrigation technologies.
  - Materials list

## Program Administration Flowchart – Tasks 1 and 2

In order to better understand how Task 1 and Task 2 will be administered and the roles of each party, a flow chart is provided below.



### **Task 3 – Maintenance Consultation and Maintenance Package**

After the installation of their new landscape, TRRP Participants will signify their need to work with a LDAP maintenance consultant. A post-inspection will be conducted by the designated TRRP inspector and will include measurements and photographs of the converted area. MWDOC will review each potential participant and either deny or approve their continued involvement. Once a Participant has been selected to move forward in the program and is notified by MWDOC of approval, the Consultant will also be informed and will reach out to the Participant for an initial appointment. MWDOC will provide the Consultant with the completed inspection paperwork as well as the Participant's landscape design, if available.

The on-site walk-through and maintenance consultation should take approximately two (2) hours. As the LDAP will only pay for a total of two (2) hours of the Consultant's time, the site inspection and the Consultation should not exceed a total of two (2) hours.

During this consultation, the Consultant shall walk the site with the TRRP Participant and take note of specific plant species, the irrigation system, including the irrigation controller, current irrigation scheduling, any current maintenance efforts, the Participant's maintenance concerns, any stressed plants or soil issues.

### **Deliverables for Task 3**

The maintenance consultation will cover the following, which must also be included in the Maintenance Package:

- Proper pruning techniques
- Weed abatement strategies
- Plant water requirements and irrigation tips
- Irrigation system maintenance needs
- Recommended irrigation controller schedule with seasonal adjustments
- Mulch and hardscape maintenance
- A weekly, monthly, seasonal and annual maintenance schedule that addresses all of the bullet points above
- Any suggested types of equipment

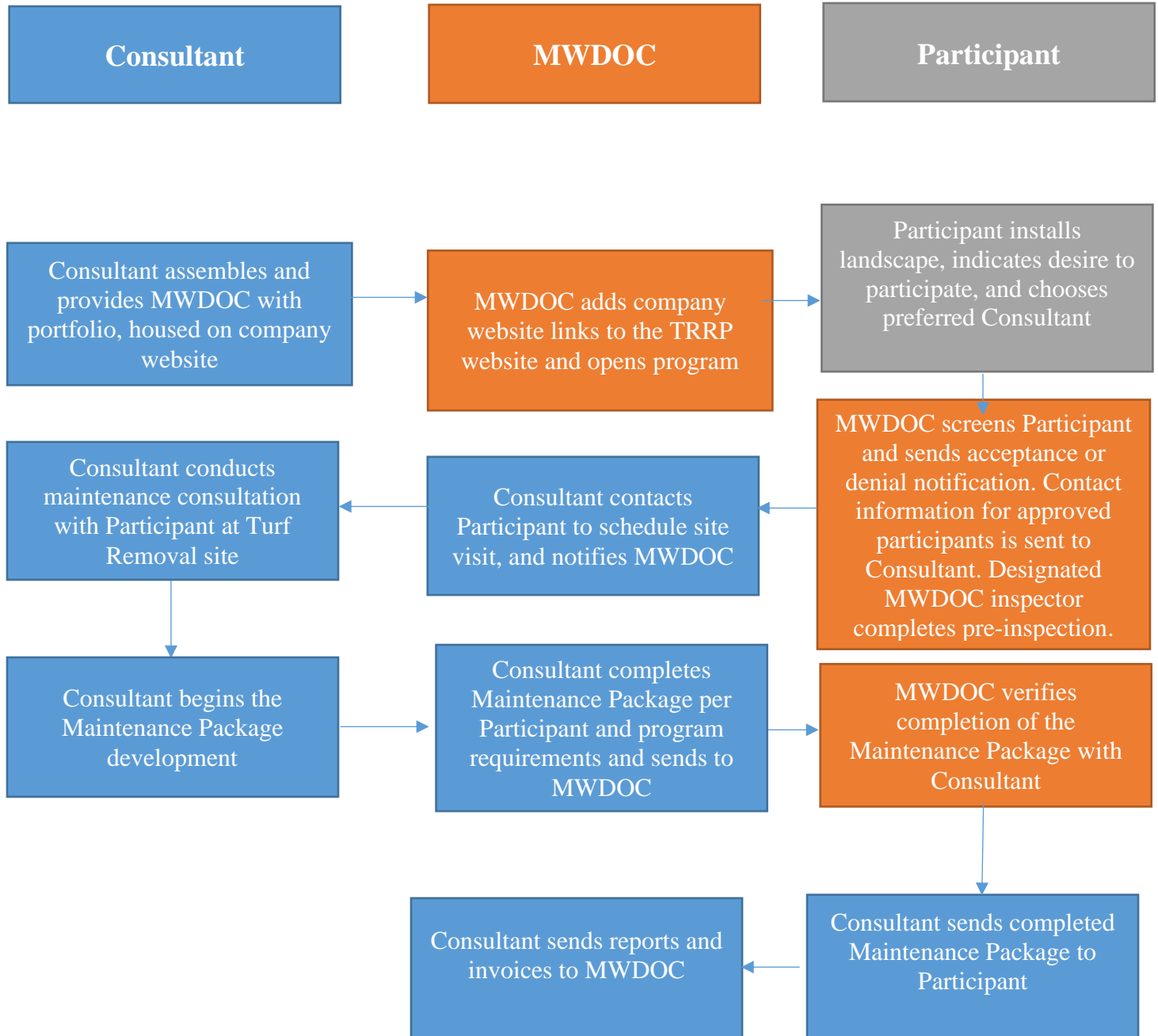
During the Consultation the Participant and the Consultant will work together to develop a Maintenance Package that will meet or exceed the above minimum maintenance plan requirements for LDAP.

The maintenance package shall then be provided electronically to both MWDOC and the Participant.



### Program Administration Flowchart – Task 3

In order to better understand how Task 3 will be administered and the roles of each party, a flow chart is provided below.



#### **Task 4 – Reporting**

Reports for the purposes of progress and budget/invoice tracking will be provided to MWDOC on a monthly basis. **Consultant's** fees shall be billed by the 30<sup>th</sup> day of the month and paid by MWDOC on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from MWDOC.

#### **Deliverables for Task 4**

- Monthly progress reports or Design Package for each Program Participant
  - The progress reports should indicate status of all pending, active, and completed Consultations, along with appointment dates or completion dates
- Tracking of budgets and Consultant hours spent
- Monthly invoices. Invoices should follow a sales invoice or purchase invoice format (MWDOC to approve initial one) and shall consist of individual line items as described in each Task:
  - Consultations (in hours)
  - Design Package (per site)
  - Maintenance Package (per site)

#### **Please Note:**

As part of the LDAP Participant informational materials, the Participant will be told the LDAP will provide funding for a total of two (2) hours to accomplish, to the satisfaction of MWDOC and the Program Participant, the goals of the Program as stated in Task 1. Similarly the Participant will be told the LDAP will provide funding for a total of two (2) hours to complete the maintenance consultation portion of Task 3. If the Participants asks for additional time that exceeds the total time allowed, the Participant and Consultant must enter into their own agreement, and Program Participant will pay for any costs associated. It must be made clear to the Participant, by the Consultant, that a new Participant/Consultant agreement is needed if completing work beyond what is provided by MWDOC (MWDOC will also make this clear in the Program rules and guidelines).

#### **IV. Project Implementation Schedule**

The anticipated (subject to modifications as needed) LDAP schedule is set forth below.

<b><u>Task Description</u></b>	<b><u>Date</u></b>
Release of RFP to Consultants	March 25, 2019
Pre Bid Meeting (optional)	April 2, 2019
Proposal Due Date	April 11, 2017, 5pm PST
Proposal Review	April 12, 2019
<i>Consultant Interviews (Tentative, if needed)</i>	April 16, 17, 18, 2019
Consultant Selection	April 19, 2019

<u>Task Description</u>	<u>Date</u>
MWDOC's Committee Consideration	May 6, 2019
MWDOC's Board Authorization	May 15, 2019
Contract Execution	End of May 2019
Completed Tasks 1 through 4 and all final invoicing submitted	End of May 2020

## V. Information to Be Submitted

The Proposal must be clear, concise, limited to 15 pages (not including samples), well organized, and should demonstrate your firm's and team's qualifications and experience for conducting the work as described in this RFP. The Proposal must contain the following information:

- A. EXECUTIVE SUMMARY (1 page maximum):** Summary should briefly describe the intent and goals of the proposal.
- B. SCOPE (4 pages maximum):** A detailed Scope of Work and Methodology that comprehensively defines and describes the proposed approach for conducting the individual Tasks 1 through 4. This Scope of Work, once augmented to meet the needs of the Program, will be used as a basis for contract execution. The Scope of Work shall, at minimum, address the items shown in Section III "Scope of Services." The Consultant should be efficient in its conduct and approach to this project.
- C. SCHEDULE (2 pages or 1 11x17 page folded to fit in Proposal):** Include an anticipated schedule showing team member task hours and the percentage of time each member will contribute to the project. Assurance of the firm's ability to staff and complete all work, considering the firm's current and planned workload and the schedule provided, should also be included. In the event that your firm may not have the capability to conduct as many as 100 or more consultations with varying design styles, please indicate what capacity the firm could handle.

Indicate which zones your firm is willing to work in. Zone 1 is loosely defined as North Orange County and includes the cities: of La Habra, Brea, Yorba Linda, Buena Park, La Palma, Cypress, Los Alamitos, Rossmore, Seal Beach, Westminster, Huntington Beach, Fountain Valley, Stanton, Placentia, Yorba Linda, Villa Park, Orange, Garden Grove, Tustin, Costa Mesa, Newport Beach, Irvine and adjacent unincorporated areas. Zone 2 is loosely defined as South Orange County and includes the cities of: Lake Forest, Laguna Hills, Laguna Beach, Laguna Niguel, Las Flores, Coto de Casa, Rancho Santa Margarita, Dana Point, San Clemente and adjacent unincorporated areas. A consultant may submit to work in one or both zones.

MWDOC may hire multiple Consultant firms to provide full coverage for the Participants. You or your firm, according to you or your firm's strengths, may submit for Consultants may submit pricing for Task 1 and Task 2 only, Task 3 only, or Tasks 1, 2, and 3. However, MWDOC reserves the right to choose a firm or firms that best represent the intent of the Program.

**D. TEAM (2 pages maximum):** Descriptions of specific experience and capabilities of designated project manager and key team members that are directly relevant to the Scope of Work. Key personnel assigned to the project shall not be reassigned without prior MWDOC written approval.

**E. DETAILED BUDGET AND SUPPORTING DOCUMENTATION (2 pages maximum):** The Consultant shall provide a detailed breakdown of the estimated hours that each project team member, including any sub-contractors and outside consultants, will contribute for the individual tasks depicted in the Scope of Work. The Consultant shall also separately identify sub-contractors and costs of all sub-contractors, as well as other direct reimbursable costs to the project such as the Design and/or Maintenance Package development. The detailed supporting information should allow MWDOC to understand how the costs submitted in Attachment C were developed. The costs submitted should reflect all associated costs per Participant site Design Consultation, Maintenance Consultation and all required items for the Design and Maintenance Packages (if applicable).

The detailed budget, support documentation, and costs submitted by the Consultant will be used to negotiate a contract dependent on the number of Participants.

**F. REFERENCES (3 pages maximum):** Description of the project team's past record of performance on similar projects for which your firm has provided services. Include a concise summary of such factors such as control of costs, quality of work, and ability to meet schedules. Include five (5) client references, preferably from Orange County, that may be contacted by MWDOC for similar work conducted by the Consultant's team.

**G. CONFLICT OF INTEREST (1 page maximum):** Provide documentation that personal or organizational conflicts of interest that are prohibited by law do not exist.

**H. CONSULTANT PRICING PROPOSAL (1 page):**

Complete all portions of Attachment C relating to the tasks that are being bid on.

Consultants may submit pricing for Task 1 and Task 2 only, Task 3 only, or Tasks 1, 2, and 3.

This page is not counted in the overall maximum of 15 pages.

**I. SAMPLES (3-4 pages per sample up to a maximum of 18-24 pages for all samples):**

Samples shall show examples of design styles in the format of the deliverables defined in Task 2 if applying for Tasks 1 and 2. Include the name or description of the design style and any other relevant samples deemed necessary. Please also include before and after pictures. These pages are not counted in the overall maximum of 15 pages.

Samples shall show examples of maintenance plans in the format of the deliverables defined in Task 3, if applying for Task 3. Please also include before (if available) and after pictures. These pages are not counted in the overall maximum of 15 pages.

**J. CONTRACT:** A sample copy of MWDOC's professional services agreement is included as Attachment (D) to this Request for Proposals. Please state in your Proposal's

Executive Summary your willingness to accept the agreement terms and conditions. If you require any changes, please include them in your Proposal and any proposed modifications to the standard terms and conditions. While MWDOC negotiates such changes with Consultants, MWDOC will consider your proposed modifications during Consultant selection and retains the right to reject any portion of your proposed modifications.

**K. PROPOSAL LENGTH and SIZE:** The letter of transmittal, Executive Summary, Scope, Schedule, Team, project team organization chart, key team member descriptions, representative project experience, and client references for the key team members, and labor hour/cost allocation shall be limited to 15 single-sided 8½ by 11 inch pages with a font size no smaller than 12 (the Schedule may be an 11x17 inch page). Supporting Template samples specific to this project shall not exceed an additional 18-24 single-sided 8½ by 11 inch pages. The total Proposal length shall not exceed 39 pages. To accommodate emailing the Proposal, the overall Proposal file size shall not exceed 5 MB. The submitted proposal will be lay-flat spiral bound for ease of review.

**L. ORDER OF PROPOSAL:** The Proposal should be in the following order:

1. Executive Summary, 1 page
2. Scope of Work and methodology 4 pages
3. Schedule 2 pages
4. Team 2 pages
5. Detailed Budget and Supporting documents 2 pages
6. Past record of performance 1 page
7. References 2 pages
8. Conflict of Interest (if any) 1 page
9. Attachment C – Consultant Pricing Proposal
10. Samples with before and after pictures 15 pages

**Failure to meet the Proposal requirements will result in an unfavorable review of the Proposal.**

Following the contract award by MWDOC's Board of Directors, the agreement documents will be sent out for execution by the Consultant and then by MWDOC. A notice to proceed will be issued at that time to commence work.

## **VI. Selection Process and Other Instructions/Limitations**

A selection panel consisting of representatives from MWDOC and MWDOC member retail water agencies will review the Proposals and consider the following factors to select the most qualified firm(s)/team(s):

- Completeness and the ability to organize the Proposal Submittal
- Understanding of and the approach to the work (Scope of Work)
- Quality of the sample design templates to undertake the Scope of Work
- Team and project manager experience in similar projects

- Professional qualifications of the team
- Firm resources and capabilities
- Quality of previous work performed as indicated by samples of design and maintenance plans, and references
- A demonstrated ability to manage and conduct the work within the proposed budget and schedule
- Cost of services (Budget) and efforts proposed to meet the objectives of this work

The Selection Panel will review all written Proposals and may hold interviews (see Implementation Schedule for schedule date) with selected respondents. During the Consultant selection process, MWDOC may contact some or all of the recommended firm(s) or a short list of firms to obtain additional information, and may contact recent clients. Interviews, if needed, will be scheduled to be held one week after review of the Proposals.

Based upon this process, the Selection Panel will recommend firm(s) to MWDOC's Board of Directors for award of this work. The selected firm(s) must be able to begin work immediately upon award and must be able to maintain the required level of effort to perform the work on schedule.

MWDOC and its member retail water agencies may make such investigations as they deem necessary to determine the ability of the respondent to provide the goods and/or services as specified, and the respondent shall furnish to MWDOC, upon request, all such information and data for this purpose. Prior to award, MWDOC may discuss or negotiate with one or more firms to complete the selection process and enable a recommendation to be made to MWDOC's Committee and Board.

This Request for Proposals does not commit MWDOC 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, either separately or as a whole, and to negotiate with any qualified applicant. Further, MWDOC reserves the right to accept any Proposal or portion of any Proposal presented which it deems best suited to the interest of MWDOC and its member agencies, and is not bound to accept the lowest price.

The cost for developing the Proposal is the sole responsibility of the respondent. All Proposals submitted become the property of MWDOC.

At the time of the opening of Proposals, each respondent shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Attachments). Respondents must be capable of complying with all insurance requirements and Conflict of Interest Statements as stated in MWDOC's standard agreement (provided as Attachment D). Please review this Agreement and note in your Executive Summary if any modifications are needed in order to ensure compliance.

Be advised that all information contained in Proposals that are submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

Questions and clarifications during the Proposal process should be directed to:

Rachel Davis  
Water Use Efficiency Analyst II  
Work = 714-593-5038  
[rdavis@mwdoc.com](mailto:rdavis@mwdoc.com)

Steve Hedges  
Water Use Efficiency Supervisor  
Work = 714-593-5023  
[shedges@mwdoc.com](mailto:shedges@mwdoc.com)

**Attachments:**

- A. Participant Questionnaire
- B. Terms and Conditions for the Turf Removal Rebate Program
- C. Consultant Pricing Proposal Sheet
- D. MWDOC Standard Contract

# Attachment A

## Sample Participant Questionnaire

(Modifications will be made)

This Questionnaire consists of three sections. **The more detail you can provide in your answers, the better we will be able to design a landscape to meet your needs and interests.** We will review your Questionnaire for completeness. You will be required to provide any missing or lacking information before proceeding in the program.

### SECTION ONE

#### ABOUT YOUR HOME & CURRENT LANDSCAPE:

1. How far along are you in your landscape redesign?
  - ☐ I would like to remove my turf, but need help figuring out ideas
  - ☐ I have an idea of what I would like to do, but no set plans
  - ☐ I have plans but am open to ideas
  - ☐ I have plans that I would like completed
  - ☐ I have plans and am ready to complete my project
2. How soon would you like to complete your project?
  - ☐ 30 Days
  - ☐ 60 Days
  - ☐ 90 Days
  - ☐ 6 Months
  - ☐ 1 Year
  - ☐ Not anytime soon, this is a long term and ongoing project
3. What is your budget?
  - ☐ I plan on completing the project using only funds from the Turf Removal rebate, currently \$2/square foot.
  - ☐ I plan on adding up to \$250 to the rebate
  - ☐ I plan on adding an additional \$500.00 - \$1,000 to the rebate
  - ☐ I plan on adding an additional \$1,000 - \$2,500 to the rebate
  - ☐ I plan on adding an additional \$2,500 - \$5,000 to the rebate
  - ☐ I plan on adding an additional \$5,000 - \$10,000 to my rebate
  - ☐ More than \$10,000
4. Do you plan on hiring a contractor, or do you plan on completing the project yourself?
5. Do you live in an HOA? If not, please skip to Question Number 8.
6. If applicable, what is the name of your HOA? \_\_\_\_\_
7. If applicable, please provide a copy of your HOA's plant list (upload)



8. Who currently maintains your landscape? Please check all that apply.
- ☐ Gardener
  - ☐ Myself or other household member
  - ☐ Combination of gardener and myself
  - ☐ No one
  - ☐ Other \_\_\_\_\_
9. Who will maintain your new landscape?
- ☐ Current gardener
  - ☐ New gardener
  - ☐ Myself or other household member
  - ☐ Combination of gardener and myself
  - ☐ No one
  - ☐ Not sure, I am open to suggestions
  - ☐ Other \_\_\_\_\_
10. High efficiency irrigation is a requirement of the program, such as drip irrigation and rotating sprinkler nozzles (rebates available). How do you plan to address this?
- ☐ Yes, I am interested in upgrading to a high efficiency irrigation system.
  - ☐ I have already upgraded my entire landscape to a high efficiency irrigation system.
  - ☐ I have upgraded some of my landscape to a high efficiency irrigation system.
  - ☐ I plan to cap or remove any existing irrigation and hand water.

## SECTION TWO

### CREATING YOUR LANDSCAPE:

11. Do you need wheelchair or other handicap access?
- ☐ Yes      ☐ No
12. Do you have any other pedestrian access concerns (i.e. access to trash cans)? Please explain.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
13. If you have pets, do they have any specific needs in your landscape (i.e. dog run)? Please explain.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
14. Please indicate if these are issues in your landscape. Check all that apply.
- ☐ Security
  - ☐ Privacy
  - ☐ Noise
  - ☐ Allergies
  - ☐ Water/drainage
  - ☐ Excessive runoff
  - ☐ Erosion
  - ☐ Grading

- ☐ Slopes
- ☐ Compacted soil
- ☐ Wind
- ☐ Fire hazard
- ☐ Wildland interface
- ☐ Plant pests/diseases
- ☐ Other pests, e.g., rabbits, gophers, deer

15. Do you want more sun or shade in your landscape?

- ☐ More shade
- ☐ More sun
- ☐ A mix of both
- ☐ Neither

16. How will you use your landscape? Please explain.

---



---



---



---



---



---



---

17. Which of these features would you like to include in your landscape? The more selective you can be, the better we will be able to help you. Please check all that apply, projects must include at least one of the following:

Sustainability FEATURES:

- ☐ Dry creek bed
- ☐ Rain garden
- ☐ Swales
- ☐ Berms

- ☐ Rain barrel
- ☐ Rock garden
- ☐ Grading

☐ Other: \_\_\_\_\_

OUTDOOR LIVING:

- ☐ Gardening
- ☐ Children's garden
- ☐ Bird watching
- ☐ Attracts birds and butterflies
- ☐ Reading area
- ☐ Relaxation/meditation
- ☐ Recreation
- ☐ Children's play area
- ☐ Sand box
- ☐ Dining area
- ☐ Other: \_\_\_\_\_

LANDSCAPE FEATURES:

- ☐ Edible garden
- ☐ Compost area
- ☐ Artwork
- ☐ Fruit Trees
- ☐ Rocks/boulders
- ☐ Raised planter bed
- ☐ Pots/containers
- ☐ Clothesline
- ☐ Artwork
- ☐ Other: \_\_\_\_\_

18. If applicable, what type(s) of permeable surfaces do you prefer? Please check all that apply.

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Decomposed Granite | <input type="checkbox"/> Flagstone    |
| <input type="checkbox"/> Permeable Pavers   | <input type="checkbox"/> River Rock   |
| <input type="checkbox"/> Gravel             | <input type="checkbox"/> Other: _____ |

19. What moods and characteristics would you like your landscape to have? Check all that apply.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Private       | <input type="checkbox"/> Rustic               | <input type="checkbox"/> Relaxing<br>or calming |
| <input type="checkbox"/> Inviting      | <input type="checkbox"/> Exotic               | <input type="checkbox"/> Ornamental             |
| <input type="checkbox"/> Neat and tidy | <input type="checkbox"/> Open or<br>expansive | <input type="checkbox"/> Other: _____           |
| <input type="checkbox"/> Natural/wild  | <input type="checkbox"/> Spiritual            |   |
| <input type="checkbox"/> Casual        |   |   |

20. Based on these suggestions, do you have any inspirational ideas you would like to share with us? Please give a short description of any other themes/ideas you may have.

---

---

---

---

---

### SECTION THREE

#### BUDGET CONSIDERATIONS:

The costs associated with a landscape project depend on the size of the project, the extent of any changes being made, and the types of materials used. Projects that involve changing or adding hardscape areas may increase the cost of a project. Conversely, projects that simply involve replanting existing planter areas can be less expensive. Desired planting effect can also have an impact on the cost of a project. For example:

- **Instant gratification** – If you would like your landscape to look full and established at the time of installation, you may need to purchase plants that are more mature and/or purchase a greater quantity of plants. Keep in mind, however, that this will increase the cost of your project. Mature plants also have a shorter lifespan, as they are further along in their lifecycle when you purchase them.
- **Future gratification** – If you would like to watch your plants grow and develop into a mature landscape, you can purchase younger plants, and may not need to purchase extra quantities. Though your landscape may not look mature at the time of installation, you will be able to keep your project costs down. Your landscape will be established before you know it!

## Attachment B

### Terms and Conditions for the Turf Removal Rebate Program

### Terms and Conditions for the Turf Removal Rebate Program

All potential Program Participants must review, comply with, and agree to the following Terms and Conditions:

#### PROGRAM TERMS

If you have already removed your turf, your project is not eligible for this program. Additionally, projects must not be started prior to the receipt and acknowledgement of this Program's Letter to Proceed.

- Program funding and participation varies by city and water provider. Please visit the Turf Removal Rebate Program Home page to find out if funding is available for your area.
- All approved participants must complete their project within 60 days from the date of their Letter to Proceed.
- Your Turf Removal Project will have mandatory Pre- and Post-Inspections.

**If the Pre and/or Post-Inspections cannot be scheduled and/or completed, your rebate will not be issued.**

- Metropolitan Water District of Southern California (Metropolitan) and/or Municipal Water District of Orange County (MWDOC) reserve the right to verify and perform a **second** post inspection, of any project at any time. This can be before, during, and/or after project completion.
- Funding is limited. **This offer is available on a first-come, first-served basis to eligible Participants only while funding lasts.** If funding has been exhausted prior to issuing your rebate check, your project will not receive a rebate.
- Residential sites are eligible for an **annual (July 1 to June 30) maximum of 5,000 square feet** of turf removal. (Some retail water agencies may allow higher caps. Please contact your local water agency for more information). Your front yard must be included in your project.
- **A minimum of 250 square feet** of turf must be removed.
  - **Exception:** Projects less than 250 square feet may qualify if the Project will completely eliminate turf from the entire property.
- Turf removal projects in parkways must meet all city requirements.
- Commercial sites are eligible for an **annual (July 1 to June 30) maximum of 50,000 square feet** of turf removal, regardless of number of meters. (Some retail water agencies may have higher caps. Please contact your local water agency for more information.)

- Public sites are eligible for an **annual (July 1 to June 30) maximum of 50,000 square feet** of turf removal, regardless of number of meters. (Some retail water agencies may have higher caps. Please contact your local water agency for more information.)
  - Commercial and public sites may phase their projects across multiple years. MWDOC does not guarantee funding or that the current level of funding will be available in future years. Commercial and Public sites will need to re-apply for all future year phases, and the application date establishes the year in which the current term and funding levels will be assigned. For purposes of this Program, the Program year begins July 1 and ends June 30.
- Projects not completed within 60 days may not receive a rebate. To request a possible project extension, you must contact the Turf Removal Rebate Program staff prior to the end of the 60 day project completion deadline.

**You must request your mandatory post inspection on or before your project completion deadline.**

- Project area must have at least **3 plants per 100 square feet** planted in the ground at the time of your post inspection. To calculate your required plant coverage, divide the square footage of your project by 100 and then multiple that result by 3.
  - Example: if your total project area (front yard, or front and back yard) totals 1,000 sq.-ft., you must have 30 plants planted in the ground. Plants will be counted during the mandatory Post-Inspection.
- Completed project area cannot contain any plants that are or appear to be turf or turf-like.
- Project **must have** a design component to capture rainfall through infiltration, retention, or on-site storage for reuse. This is called the **‘Sustainability’** component of this Program. Project areas without one of these features will not be paid a rebate. There are 7 Sustainability components to choose from, you must choose at least one (a more detailed description of each can be found [HERE](#)). They include:
  - Rain Barrels or Cisterns
  - Rain Gardens
  - Project area grading or sloping
  - Berms
  - Swales
  - Dry River Beds
  - Rock Gardens
- **Synthetic Turf** is not eligible for a rebate through this Turf Removal Program and could void your rebate. Contact your local retail water agency to find out if it is offering separate funding for synthetic turf components.
- **The irrigation system** in the project area must be a low flow system (drip or high efficiency, low precipitation rotating nozzles). If part of a lawn is converted, the sprinkler system must be properly modified to provide adequate coverage to the remaining lawn without spraying the converted area.
- If the irrigation system is not replaced with a low-flow system, it must be properly capped off or removed and hand-watered.
- All exposed soil must be covered with at least a **3” layer of organic mulch**. Acceptable organic mulch includes but is not limited to: compost, bark, wood chip, decomposed granite, river rock. Mulch is not required in areas planted with creeping or rooting groundcovers.
- **Project areas covered with pavers** that are adequately spaced, at a **minimum of 2 inches** between pavers, **may be** installed and are eligible for rebate incentives as long as there is a minimum 2 inches between pavers.
- Turf areas replaced with structures will not be eligible for a rebate. Some examples of built structures include: raised patios, decks and garages.
- **Project areas that install Pavers and grout and/or mortar the spaces between the pavers** are not considered permeable and will **disqualify** that area from the Program if installed.

- Project areas converted to swimming pools/Jacuzzis, ponds, fountains, or other water containing fixtures do not qualify.
- Converted area **is permeable** to air and water.
- The converted area must remain in compliance with all Program conditions for a period of five (5) years. This includes the Sustainability and quantity of plants components. If this requirement is violated, you may be required to refund all or a portion of the rebate. This requirement to maintain Program conditions is not binding on successor/subsequent owners.
- By participating in the Turf Removal Rebate Program, you authorize the release of your water consumption history from your water provider.
- **Rebates may be considered taxable income, and a signed IRS W-9 form will be required for rebates of \$600 or more.** Municipal Water District of Orange County, Metropolitan Water District of Southern California, and your local retail water agency are not responsible for any taxes, penalties, or interest that may be imposed in connection with your receipt of any rebate.
- For reimbursement of labor costs with the rebate payment, it is required that a C-27 California Licensed Landscaping Contractor be hired for your turf removal project. Applicants are welcome to do the work themselves, however, only labor performed by a C-27 Licensed Landscaping Contractor will be eligible for reimbursement.

## RELEASE OF CLAIMS AND INDEMNIFICATION

Neither the Municipal Water District of Orange County, the Metropolitan Water District of Southern California, your retail water agency, or their contractors or agents makes any representation or warranty regarding the contracted services or products that you may select for your Project under this Program. Removal of turf and installation of water efficient devices and plants does not guarantee reduced water use.

By participating in the Program and accepting the rebates provided, you thereby release the Municipal Water District of Orange County, the Metropolitan Water District of Southern California, your retail water agency, and their contractors and agents from any and all claims and causes of action that may arise out of your removal of turf from your property and/or the purchase, installation, and/or use of water efficient devices in connection with this Program. Any and all claims or causes of action you may have in connection with any defect or failure of performance of any contracted service or installed product or device provided to you for your Project may only be pursued with the contractor you hired or the appropriate manufacturer/distributor.

The Municipal Water District of Orange County, your retail water agency, and/or their representative will take photos of landscapes being renovated through this Program and use those photos for reproduction or promotional purposes. Identifying location features, such as address numbers, will not be included in any promotional materials.

The Municipal Water District of Orange County, the Metropolitan Water District of Southern California, and your retail water agency are responsible for operating and enforcing the terms and conditions of the Program. You, as the Program Participant, are responsible for ensuring that your Project complies with all applicable Federal, State and local laws, as well as applicable CC&Rs and/or HOA restrictions. Quality of work and appearance of the converted area are the responsibility of the Participant.

Further, you agree to indemnify, defend, and hold harmless the Municipal Water District of Orange County, the Metropolitan Water District of Southern California, your retail water agency, and their directors, officers, employees, contractors, and agents from all liability and claims of any kind arising out of or related to your removal of turf and purchase, installation, and use of water efficient devices in connection with this Program.

# Attachment C

## Consultant Pricing Proposal Sheet (Required)

The following Proposal Pricing Sheet is required to be completed by each RFP Respondent.

### Consultant Pricing Proposal Sheet

Consultant Name: \_\_\_\_\_

**Consultant Contact Information:**

Name of Principal \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

		Costs Below are on an Individual Template and Design Package Basis Costs
Task	Task Description	
1	Design Consultation (2 hours in length, approximately 100 consultations) and reporting.	Per Hour: \$ _____ Zone(s): _____
2	Completed Design Packages (approximately 100), and Reporting	Per Package: \$ _____
3	Maintenance Consultation (2 hours in length, approximately 100 consultations), Completed Design Packages and reporting.	Per Hour: \$ _____ Per Package: \$ _____ Zone(s): _____

The costs submitted by the Consultant will be used to negotiate a contract dependent on the number of Participants involved. Quantities are for pricing purposes only and are not guaranteed.



# Attachment D

## STANDARD AGREEMENT FOR CONSULTANT SERVICES

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

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

#### **A. Consulting Work**

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

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

**CONSULTANT** is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers’ Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers’ compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-Consultants for **SERVICES** under this **AGREEMENT**.

**CONSULTANT** represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such

---

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

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**

### **A. Budgeted Amount for SERVICES**

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

### **B. Fees**

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

### **C. Notification Clause**

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication

shall be given changes, written notice of such change shall be given, in accordance with this section, within five(5) working days.

**Notices shall be made as follows:**

Municipal Water District of Orange County  
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 25<sup>th</sup> 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**. 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** Ethics 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.

[For Agreements funded in whole or part by State grants, include the following provision XVI.]

### **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).
- i. 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.
- ii. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Agreement:

1. 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**.

**APPROVED BY:**

\_\_\_\_\_

Date \_\_\_\_\_

**CONSULTANT ACCEPTANCE:**

\_\_\_\_\_

Date \_\_\_\_\_

**Internal Use Only:**

Program No. \_\_\_\_\_

Line Item: \_\_\_\_\_

Funding Year: \_\_\_\_\_

Contract Amt.: \_\_\_\_\_

Purchase Order # \_\_\_\_\_

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

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

## EXHIBIT "A"

<b>ETHICS POLICY</b>	<b>§7100-§7111</b>
----------------------	--------------------

### **§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;

DRAFT

## **§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.

DRAFT

**Please note** If using Consultant's Proposal as Exhibit "B" please attach the Proposal or 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

<b>Company:</b> <b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Tax I.D. #</b>
--

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 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15<sup>th</sup> 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: \_\_\_\_\_