



REQUEST FOR PRICING QUOTES (RFQ)

For the

**Installation of
Pressure Regulating Valves
in
Residential Neighborhoods

Orange County, California**

**Pre RFQ Informational Meeting
Wednesday March 20, 2019
from 2:00 to 3:00**

**Proposals Due: 4:00 pm
Thursday
March 28, 2019**

Pressure Regulating Valve Installation Program

I. Introduction

The Municipal Water District of Orange County (MWDOC) and its member Orange County water agencies invite you and your company to participate in a program to test and potentially replace pressure regulating valves. The installation program is titled, "*Pressure Regulating Valve Replacement Program* (PRVRP or Program). MWDOC is soliciting competitive costs from qualified licensed plumbing contractors [Contractor(s)] to provide PRV replacement services for residential homes in Orange County, California. One or more licensed plumbing contractors who qualify for the PRVRP may be awarded the contract.

After the successful execution of MWDOC's Professional Services Agreement between Contractor and MWDOC, Contractor(s) will begin the work as described in the PRVRP Scope of Work section of this document. Depending on the per installation cost MWDOC receives from Contractor(s), it is estimated that approximately 200 to 300 PRV installations will be approved through this program. It is also anticipated work by the Contractor(s) would begin in May/June 2019 timeframe and conclude at the end of the 2019 calendar year.

Overview

Water agencies throughout Orange County have a long standing commitment to water use efficiency. MWDOC's suite of outdoor landscape and plumbing programs have been in existence since 1994 and have helped save more than 100,000 acre-feet of water in the landscape.

The Pressure Regulating Valve Replacement Program (PRVRP) is a Pilot Research Program and, as a Pilot Research Program, there may be the need for adaptive program management and refinements throughout its implementation period so that the goals of the PRVRP are met. The primary goals of the Program are to test existing PRV's, replace the failed PRVs, and to conduct a water savings evaluation at the conclusion of the Program to determine if water savings exists from the successful retrofit of a failed PRV.

It is estimated by MWDOC that PRVs have a useful life of 10 – 12 years. When PRVs fail, they usually fail in the open position, thereby increasing indoor water pressure to street pressure. As a result, all plumbing fixtures, appliances, and leaks are likely flowing at higher rates, causing an increase in water use. MWDOC is implementing this Program, in partnership with its Orange County member water agencies, to evaluate the viability of a larger, more long-term PRV replacement program to save water. The Program will rely on a qualified licensed Contractor(s) to gain the public's participation through canvassing targeted neighborhoods known to have high pressure. With the homeowner's permission, the Contractor will test a home's water pressure and the PRV. If the tests results in a failed PRV, the Contractor will offer to replace it with a new, high-quality PRV. Pre and post retrofit water use will be collected by MWDOC and analyzed to quantify water savings.

II. Pressure Regulating Valve Replacement Program - Scope of Services

The following section – Scope of Services - will detail those tasks involved with implementing this Program. Many of the tasks outlined will be the responsibility of the Contractor(s), with the first section detailing MWDOC's responsibilities.

MWDOC proposes to hire one or more licensed Contractor(s) that will provide pressure regulating valve (PRV) replacement services for as many as 200 to 300 PRVs in high-pressure-zone designated neighborhoods in Orange County, California. The high-pressure-zone neighborhoods will be identified by the participating water agency(ies), and it will be the responsibility of the licensed Contractor(s) to determine if the existing PRV has failed and then to replace it, after obtaining the homeowners permission, with a new, high-quality PRV.

Description of Work

The following details how MWDOC envisions the Program operating. Those tasks where the Contractor(s) is/are responsible are outlined. Those tasks MWDOC will perform are also outlined. Contractor(s) should use the Contractor(s) outlined tasks as the basis for providing their cost per home per PRV testing and replacement. It is expected Contractor(s) will provide both a **one-cost** per home, per size, for a PRV replacement where the PRV was replaced and a **one-cost** per home where testing showed a non-failed PRV. Both these costs should cover all of Contractor(s) expected costs associated with this Program.

MWDOC will be responsible for the following:

- MWDOC will provide Contractor(s) with locations of those neighborhoods that have been identified by the local water agency as residing in a high-pressure-zone.
- With the help of water agency staff, MWDOC will attempt to collect the type and size of a neighborhood's existing PRVs, so that the Contractor(s) will know, before entering a neighborhood, the expected PRV replacement type and size. If this information is not available, Contractor(s) are expected to carry enough PRV inventory to carry out the intent of the Program.
- MWDOC will develop, print, and distribute promotional materials for each neighborhood that will highlight the benefits of replacing a PRV. Program promotional materials in the form of door-hangers or direct mail pieces will be sent to homes in the designated neighborhoods to inform property owners of the details of the Program and how to participate.
 - Promotional materials will highlight the dates and times the Program Contractor(s) will be in the designated neighborhoods and will provide the homeowners with either a Program website or phone number for them to sign up for the PRV testing and potential replacement service. MWDOC will forward a list of these interested homeowners to Contractor(s) on a regular basis.
- MWDOC will provide Contractor(s) with a supply of promotional materials for homeowner Program recognition, as well as for distributing the materials to solicit additional participation.
- MWDOC, with the assistance of Contractors will develop and provide to Contractor(s) Program data gathering forms. These forms will be what Contractor(s) use to sign up a home for participation, as well as the monthly invoicing of MWDOC. The forms will also track the homes where PRVs have been replaced. The following information will be the start (additional data points may be added as necessary) of what is collected on the Program data gathering forms:
 - All participant contact information (name, address, etc.),
 - The existing PRV type and size,

- The existing property pipe type (galvanized, copper, plastic, etc.)
- The existing home water pressure (collected at the hose bib before replacement),
- Size and type of the new PRV (if installed),
- Any additional materials used,
- Water pressure at hose bib after PRV is installed,
- The homeowner's signature designating they saw the existing home water pressure and approve the replacement of the existing PRV,
- From the Contractor(s) weekly submitted data collection forms, MWDOC will reimburse Contractor(s) on a monthly basis at the agreed upon one-cost per home per PRV test cost and the one-cost PRV installation. Only one of these one-costs will be available per home.

Contractor(s) will be responsible for the following:

- Entering into a Professional Services Agreement (Attachment D) with MWDOC prior to starting any Program work. Contractor(s) should examine the attached Professional Services Agreement and determine if executing this agreement with MWDOC will be an impediment to participating in this Program. Contractor(s) Cost and this Scope of Services will be attached to the Professional Services Agreement as Exhibit B.
- Ensuring personnel are properly attired, with the Contractor Company prominently displayed, and are able to provide those services as outline within this RFQ.
- Providing properly trained personnel. Training will consist of high quality customer service protocols, data gathering techniques PRV testing and potential replacements, and data gathering forms, and invoice submittal.
- Submitting the Program data forms to MWDOC by the end of each week that PRV replacements have occurred. MWDOC will supply Contractor(s) with a master version of the Program data gathering forms. Contractor(s) will duplicate the Program data gathering forms in sufficient quantities for their use. It is anticipated forms will consist of a one-to-two-page document for purposes of gathering information on the home where a PRV testing and potential replacements has occurred.
- At the beginning of each month, providing MWDOC with an invoice. Invoice will be in a MWDOC-approved format for all work performed the prior month. This invoice will be the basis for MWDOC's monthly reimbursement to Contractor(s).
- Within five (5) business days of receipt of a list of interested Program participants, contacting each participant to schedule a PRV test and possible installation. If immediate contact cannot be made, the Contractor(s) will attempt to schedule the PRV test and possible installation two (2) additional times. The time and date of each scheduling attempt must be documented in writing and submitted with monthly invoices. The goal of the Program is to replace between 200 to 300 failed PRV's (depending on costs submitted by Contractor(s))
- Prior to starting any work at a home, acquiring the signature of the homeowner authorizing Contractor(s) to perform the home pressure test and possible PRV replacement.
- Providing, in sufficient quantities, the various types and sizes of the required new low lead PRV's. All materials used in installation must comply with all applicable state and local regulations.

An example of the type and size of the Program PRV is below.



Wilkins 3/4 in Brass Water Pressure-Reducing Double-Union FNPT Valve Model #1-70XLDU

- Canvassing the MWDOC-provided high-pressure-zone neighborhoods to invite homeowners to participate in the Program. Canvassing shall include:
 - While Contractor(s) is in a neighborhood at an interested Program home provided, Contractor(s) will spend time seeing if other homes in the same neighborhood would also like to have their home pressure/PRV tested and potentially replaced.
 - Contractor(s) will also distribute the Program promotional materials provided to Contractor(s) by MWDOC. MWDOC will do an initial distribution of Program promotional materials, with Contractor(s) providing subsequent distribution until the designated number of PRV replacements has occurred.
- Providing all PRV testing and replacement work at a Program participation home.

Please Note:

Included as part of Contractor(s) required submittal to this RFQ is a one-to-two-page outline of the approach Contractor(s) will take to test a home's water pressure, replace a failed PRV, and provide the canvassing effort. Attachment C to this RFQ is the form Contractor(s) will need to use to provide the requested approach. Below is MWDOC's estimation of what the testing and replacement work will entail. **As a requirement to responding to this RFQ**, MWDOC requests each Contractor(s) submit their version of this approach. The submitted Attachment C form will be part of MWDOC's Contractor(s) selection decision process and must support the Cost Sheet submitted by Contractor(s).

MWDOC's estimation of home water pressure testing and PRV replacement:

- Once Contractor(s) has/have determined a home does have an existing PRV (some homes may not), and Contractor has/have secured the homeowner's signature to test water pressure and possibly replace an existing PRV, Contractor(s) will do the following:
 - At the hose bid, test the home's existing pressure,
 - If pressure is above 80 psi, inform homeowner of this fact and have them initial the box next to the reading,
 - Attempt to adjust the existing PRV down to 80 psi,
 - Wait 5 - 10 minutes and retest the existing home water pressure,
 - If the existing home water pressure at the hose bib is climbing back up above 80 psi, inform the homeowner that they have a failed PRV and offer to replace it with a like kind PRV,

- Secure homeowner's permission to replace by securing their initials on the data gathering form,
- Replace the failed PRV,
- Clean up the surrounding area.
- Again, this is MWDOC's estimation. As part of Contractor(s) **required** response to this RFQ, MWDOC requests each Contractor(s) to provide their approach to the steps (and any issues) Contractor(s) will take to test and potentially replace a PRV.

Contractor(s) Cost Submittal

Listed below are the items Contractor(s) should consider when coming up with their **one-price** per home to be charged to MWDOC. MWDOC will only reimburse Contractor(s) for one of the following occurrences:

1. For those homes where Contractor(s) has completed Program data collection forms, secured the signature and initials to perform the PRV testing. Determined the existing PRV is in good working order showing the homes water pressure is at or below 80 psi. For this cost, no PRV replacement or PRV costs should be included. This Cost should be included on the Cost Submittal Sheet in Attachment A.
2. For those homes where Contractor(s) have completed Program data collection forms, secured the signature and initials to perform the PRV replacement, tested and then replaced a failed PRV. This Cost should be included on the Cost Submittal Sheet in Attachment A.
 - a. MWDOC requests Contractor(s) in their response under this category, to separate their installation cost between a 1-inch and ¾-inch PRV. See Attachment A.

Items to consider:

- All Contractor(s) travel time,
- Staff time to do additional canvassing of the provided neighborhoods,
- All reproduction of required Program data gathering forms,
- Work done at the home for the following:
 - All required customer service,
 - Securing the homeowner's signature,
 - Filling out the Program forms,
 - Testing the existing home water pressure/PRV,
 - Replacing the existing ¾ inch PRV, if necessary,
 - Replacing the existing 1 inch PRV, if necessary,
 - All necessary cleanup.
- Time spent compiling and duplicating Program forms and submitting invoice to MWDOC.

III. Program Implementation Schedule

The table below outlines anticipated PRVRP schedule, subject to modifications as needed.

<u>Task Description</u>	<u>Date</u>
Release of RFP to Contractor(s)	March 13, 2019
RFQ Pre Proposal Meeting	March 20, 2:00-3:00
Proposal Due Date	March 28, 2019, 4pm PST
Proposal Review	Week of April 1, 2019
Contractor(s) Selection	Week of April 8, 2019
MWDOC Board Approval Request	May 15, 2019
Contract Execution	May 16, 2019
Begin PRV Program	June 1, 2019
Program End	By December 31, 2019

IV. Information to be Submitted to MWDOC

Information supplied by Contractor(s) should be clear, concise, and to the point. Contractor(s) response must be submitted to **MWDOC by Thursday March 28, 2019 by 4 pm PST**, and must contain the following information:

- 1. CONTRACTOR'S COST SHEET (Required, Attachment A):** Contractor(s) must fill out the provided form completely. MWDOC will use the Cost Sheet to select those Contractor(s) who will be invited to proceed to the next step.
- 2. CONTRACTOR(S) INFORMATION (Required, Attachment B):** Please use the provided form, filled out completely, and return as part of your response.
- 3. CONTRACTOR'S APPROACH (Required, Attachment C):** Use the form provided to supply a one-page description of your approach to implementing the Program. This description will be used by MWDOC to select those Contractor(s) to be invited to proceed to the next step.
- 4. ORDER OF PROPOSAL:** Contractor(s) response to this RFQ should include and be in the following order:
 1. Contractor(s) Information Page (Required)
 2. Contractor(s) Approach (Required)
 3. Contractor(s) Cost Sheet (Required)
- 5. PROFESSIONAL SERVICES AGREEMENT:** Contractor(s) should review the attached Professional Services Agreement as it will need to be executed with the selected Contractor(s).

Failure to meet the Proposal requirements and submittal deadlines will result in an unfavorable review of the Contractor(s) submittal.

Following the contract award by MWDOC's Board of Directors, the Professional Services Agreement will be sent out by MWDOC to the selected Contractor(s) for signing.

V. Selection Process and Other Instructions

For the benefit of interested Contractor(s), MWDOC will hold a **pre-RFQ submittal meeting** at MWDOC offices, Room 101, on **March 20, 2019 from 2 to 3 pm.** The purpose of this meeting will be to answer any question Contractor(s) may have prior to their submittal. Meeting is not mandatory, but highly encouraged.

After the submittal deadline (March 28, 2019 at 4pm) for Contractor(s) response to this RFQ, MWDOC will review all submitted responses for completeness and clarity. MWDOC will then select those Contractor(s) who have demonstrated the ability to perform the tasks outlined in this RFQ at a competitive price/cost. Contractor(s) selected will be informed no later April 4, 2019 and invited to proceed to the next step (execution of the Professional Services Agreement). Execution of the Professional Services Agreement will take place on or after May 16, 2019.

Based upon this process, MWDOC Staff will recommend the selected Contractor(s) to MWDOC's Board of Directors for award of this work. The selected Contractor(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/inspections as they deem necessary to determine the ability of the Contractor(s) to provide the goods and services as specified, and the Contractor(s) 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 Contractor(s) to complete the selection process and enable a recommendation to be made to MWDOC's Committee and Board.

This Request for Quotes does not commit MWDOC to retain any Contractor(s), to pay costs incurred in the preparation of Contractor(s) response to this RFQ, or to proceed with the Program. MWDOC reserves the right to reject any or all of Contractor(s) responses, either separately or as a whole, and to negotiate with any qualified applicant. Further, MWDOC reserves the right to accept any Contractor(s) response or portion of any response presented that it deems best suited to the interest of MWDOC and its member agencies and is not bound to accept the lowest cost submitted.

The cost for developing Contractor(s) response is the sole responsibility of the Contractor(s). All responses submitted become the property of MWDOC.

At the time of response to this RFQ, each Contractor shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Attachments). Contractor(s) must be capable of complying with all insurance requirements and Conflict of Interest Statements as stated in MWDOC's standard Professional Services Agreement (provided as Attachment D). Please review this Agreement and note on your Contractor(s) Information Form 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.).

Should you have any questions or need clarifications during your consideration to respond to this RFQ, please attend the **Pre-RFQ Informational Meeting** to be held at MWDOC's offices on:

**March 20, 2019
From 2:00 to 3:00
MWDOC's Office location
18700 Ward Street, Rm 101
Fountain Valley, CA 92728**

This RFQ and all forms and attachments is posted on the MWDOC website at:

<https://www.mwdoc.com/rfps-rfqs/>

Instructions for Submittal of Contractor(s) Response:

**Deadline for submittal of Contractor(s) response to this RFQ is
Thursday March 28, 2019 at 4:00 pm PST**

Contractor(s) may submit their responses in one of the following ways:

1. Convert your three(3) forms to Adobe PDF format and submit them by email to shedges@mwdoc.com
2. Via regular mail, responses must be delivered by mail carrier on or before March 28, 2019, at 4:00 pm PST, to

Municipal Water District of Orange County
PO Box 20895
Fountain Valley, CA 92728
Attn.: Steve Hedges

3. By Contractor(s) delivery to our offices at:

Municipal Water District of Orange County
18700 Ward Street
Fountain Valley, CA 92728
Attn: Steve Hedges

Attachments:

- A. Contractor(s) Pricing Quote Sheet
- B. Contractor(s) Informational Form
- C. Contractor(s) Approach Form
- D. MWDOC's Professional Service Agreement

Attachment A

Contractor(s) Pricing Quote Sheet (Required)

The following Cost Sheet is required to be completed by each responding Contractor(s).

Contractor(s) Pricing Quote Sheet	
Contractor Name: _____	
Contractor Company Name: _____	
Contractor Contact Information: Address _____ Phone No. _____ Email: _____	
Task Description	Costs
Home water pressure testing, PRV replacement of a ¾ inch PRV , Program data gathering, canvassing.	Per Home: \$ _____
Home water pressure testing, PRV replacement of a 1 inch PRV , Program data gathering, canvassing.	Per Home: \$ _____
Home water pressure testing, PRV has not failed, Program data gathering	Per Home: \$ _____

The costs submitted by the Contractor(s) will be used to negotiate a contract dependent on the pricing received and the number of Contractor(s) involved.

Attachment B

Consultant(s) Informational Form

Consultant Name: _____

Consultant Company Name: _____

Consultant's License Number: _____

Consultant Contact Information:

Address _____

Phone No. _____

Email: _____

Size of Company, Number of Employees

After Reviewing the provided Professional Services Agreement, can Consultant execute the Agreement in its current form? Yes _____ No _____

If No, Needed modifications?

Attachment C

Contractor(s) Approach Form

Please describe your approach to implementing this Program in the following 3 areas

Canvassing Approach/Ideas to Increase Participation:

Home Water Pressure Testing Approach:

Pressure Regulating Valve Replacement Approach:

Any unforeseen Issues Contractor Needs to make MWDOC aware of

Attachment D

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

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.

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 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**. 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.

VII

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.

VIII

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."**

IX 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.

X 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"**.

XI 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**.

XII 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.

XIII 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.

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.

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

XVII 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,

Internal Use Only:

Program No. _____

Line Item: _____

Funding Year: _____

Contract Amt.: _____

Purchase Order # _____

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.

i. 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 _____

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

CONSULTANT ACCEPTANCE:

Date _____

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

EXHIBIT "A"

ETHICS POLICY	§7100-§7111
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§7100 PURPOSE

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

§7101 RESPONSIBILITIES OF BOARD MEMBERS

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

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

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

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

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

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

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

§7104 GIFTS

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

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

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

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

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

§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.

§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.

§7110 VIOLATION OF POLICY -- DIRECTORS

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

§7111 PERIODIC REVIEW OF CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

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

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

EXHIBIT "B"

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

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

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

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

4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list “refer to Exhibit “) _____
5. Consultant Representative: _____