



**REQUEST FOR PROPOSALS**

**For:**

**Owner's Representative Services to the  
Municipal Water District of Orange County**

**for**

**Administration Building Seismic Retrofit and Tenant Improvement**

**&**

**Seismic Bracing of the South Emergency Operations Center**

**Project**

**Proposals Due: 5:00 pm December 18, 2019**

**Electronic Files cannot Exceed 10 MB**

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## **SECTION 1 – NOTICE TO RESPONDENTS**

### **Proposal Due Date**

The Municipal Water District of Orange County ("MWDOC") is soliciting proposals from qualified firms ("Respondents"), to provide a range of owner's representation, project management, construction monitoring and quality assurance consulting services during the pre-construction, bidding, construction, and post-construction phases of the MWDOC Administration Building Seismic Retrofit and Tenant Improvement Project and Seismic Bracing of the South Emergency Operations Center ("Project"). The awarded proposal ("Contract") will be between MWDOC and the selected Respondent. Respondents must meet the minimum qualifications and requirements set forth herein.

Proposals for this RFP "Owner's Representative Services for the Administration Building Seismic Retrofit and Tenant Improvement and Seismic Bracing of the South Emergency Operations Center Project" ("Services"), as described herein, will be received by electronic delivery until the due date noted on the cover sheet:

- Email to [cbusslinger@mwdoc.com](mailto:cbusslinger@mwdoc.com)
- Proposals must be submitted in electronic form (using PDF format, with search capability, to ensure readability and compatibility) and must be less than 10 MB in size. Information on firm experience and qualifications information can be provided separately, using PDF format. Email supplemental information separately up to a 10 MB file limit.
- Proposals received after the due date noted on the cover sheet will not be accepted. Faxed or hard copy proposals will not be accepted.
- Proposals shall be valid for 120 days from the proposal due date. MWDOC intends to award the contract within this time but may request an extension from the Respondents to hold pricing, until negotiations are complete and the contract is awarded.

### **Questions and Disclosure**

Any questions related to the scope of services, proposal requirements, or selection process must be submitted in writing to Charles Busslinger via the above email address. The closing date for questions is as stated in Section 6 (December 4, 2019). Any written questions, if answered, will be answered in writing and conveyed to all interested parties. Oral statements regarding this Request for Proposals ("RFP") by any persons should be considered unverified information unless confirmed in writing.

All correspondence with MWDOC and Proposals submitted in response to this RFP will become the exclusive property of MWDOC. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public records subject to disclosure under California Public Records Act (Government Code Section 6250 et seq.). MWDOC will have no liability to the Respondent or other party as a result of any public disclosure of any proposal or the Agreement.

### **No Deviations from the RFP**

Proposals must conform with the requirements of this RFP. MWDOC reserves the right to waive any irregularity, informality or error in any proposal, or in the RFP process or to reject any proposal which does not comply with this RFP. Modifications to the RFP including, but not limited to, the scope of

services can be made only by written addendum issued by MWDOC. Ultimate selection of the successful respondent will be made solely by MWDOC on criteria determined by MWDOC.

The successful respondent will be required to enter into a Professional Services Agreement with MWDOC, which will include the requirements of this RFP, as well as a final scope of services. By submitting a proposal, the respondent agrees to all of the terms of the RFP, unless exceptions are stated by the respondent in its proposal. MWDOC reserves the right to enter into negotiations with one or more respondents to consider requested exceptions or changes to the RFP.

**Prevailing Wages**

To the extent that any services provided under the Professional Services Agreement are considered “public works,” as that term is used in Labor Code sections 1720 and 1770 et seq., then the Respondent will be responsible for complying with all prevailing wage laws.

## SECTION 2 – INTRODUCTION AND BACKGROUND INFORMATION

### Introduction

The Municipal Water District of Orange County ("MWDOC") administration building, located at 18700 Ward St. Fountain Valley, is currently under design for seismic retrofit and tenant improvement by IDS Group Irvine, California ( <https://idsgi.com/> ).

The Water Emergency Response Organization of Orange County (WEROC) South Emergency Operations Center (South EOC), located at 26081 Via Pera Mission Viejo, has completed plan check through the City of Mission Viejo for seismic support and bracing of non-structural building elements. IDS Group also provided the engineering and architectural design services for the South EOC improvements.

MWDOC is soliciting proposals from well qualified firms to provide a range of owner's representation, project management, construction monitoring and quality assurance consulting services during the pre-construction, bidding, construction, and post-construction phases of the Project. Pre-construction services would commence immediately following an award of Contract (tentatively scheduled for February 25, 2020).

### Background Information

#### *Administration Building*

The administration building currently serves as MWDOC's primary administrative building and is also designated as the backup Emergency Operations Center (EOC) for WEROC. The EOC's principal function is to provide office space to host water resources personnel during critical events. This space is intended to be used as a backup communications and resource coordination hub for water and wastewater agencies in Orange County in the event the South EOC is unavailable/unusable.

The MWDOC administration building was built circa 1972 as an approximately 15,550-square-foot one-story masonry building with a wood framed roof structure on shallow concrete foundations.<sup>1</sup> It is rectangular in plan having overall dimensions of approximately 145 feet by 121 feet and has a rectangular shaped open courtyard at its center that measures approximately 35 feet by 55 feet. The building has an overall height of approximately 19 feet at the top of its mansard roof while the perimeter masonry walls are approximately 11 feet tall where they meet the roof framing.

IDS Group prepared a seismic assessment report for the building in 2018<sup>2</sup> that included a review of the structure's anticipated performance in relation to its use as an essential services facility. Seismic retrofits were recommended in order to achieve the desired performance. In addition to the seismic retrofit of the building, tenant improvement to maximize workspace is also part of the Project design. It is anticipated that the building will remain occupied during the Project and a proposed Project phasing plan is included in the architectural plans.<sup>3</sup> **Construction work is anticipated to occur outside of MWDOC business hours (8:00 am to 5:00pm) to minimize operational impacts.**

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<sup>1</sup> Grillas, Pirc, Rosier, Alves; "MWDOC/OCWD Office Complex, 10500 Ellis Avenue, Fountain Valley, California;" Not for Construction Set; Dated 6/9/89

<sup>2</sup> IDS Group; "Report on the Conceptual Seismic Retrofit Study of the MWDOC Administrative Building"; Dated Feb. 2018

<sup>3</sup> IDS Group; 90% Plans "Administrative Building-Seismic Retrofit, ADA Compliance, and Tenant Improvement"; Dated 8/16/2019.

The building design was updated with tenant improvements in 1989 for office/administrative use and had no critical or essential services designation at that time. A previous seismic study was completed in 1995.<sup>4</sup> Recommendations from that study were implemented in 1999, to bring the building's structural system up to the 1997 Uniform Building Code for office/ non-essential facility performance. A minor tenant improvement was performed in 2003 to adjust some of the interior partitions.<sup>5</sup> The building's fire suppression systems were upgraded in 2015 to meet the building code in force at that time. In 2017, doorways were added at the reception area as part of a minor tenant improvement.<sup>6</sup> In 2019 the electrical service to the building was increased from 350A to 600A in preparation for further Tenant Improvement to service the maximized workspace and provide sufficient service for the EOC.<sup>7</sup> The seismic retrofit and tenant improvement are currently under design by IDS Group.

#### *South Emergency Operations Center (South EOC)*

The EOC's principal function is to provide an office space to host water resources personnel during critical events. This space is intended to be used as a primary communications and resource coordination hub.

The EOC building is a one-story manufactured steel building with overall dimensions of 24 feet by 100 feet in plan and 12 feet in height at its eave. Available record drawings and placards on the building indicate that it was manufactured by Soule Buildings.<sup>8</sup> The record drawings indicate the building was designed in 1977. The building was constructed in 1981.

The building is partitioned into two distinct areas; an unfinished garage area is located in the south third of the building and the EOC and office areas with interior finishes are located at the northern two-thirds of the building. A concrete masonry vault structure exists in the northwest corner of the building. The building sits on a level pad at the base of a low hill to the south with a small valley for a water storage tank to the east. Several other buildings are located on this site but are located across an asphalt paved drive aisle from this building.

IDS Group prepared a seismic assessment report for the building in 2017 that included a review of the structure's anticipated performance in relation to its use as an essential services facility.<sup>9</sup> In general, the building was found to be in relatively good condition for its age and structural system. The EOC building was found to be insufficient to provide immediate occupancy performance following a major earthquake. While some occupant injuries might occur during the earthquake, the overall risk of life-threatening injury as a result of structural damage is expected to be low. Current Building Code does not require any upgrades of the existing seismic force resisting system unless alterations are considered such as change of occupancy, increase of building mass or size, or modifications of the existing lateral force resisting system. However, in its current configuration, IDS concluded that the existing building would not meet the structural and non-structural performance objectives of an essential facility.

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<sup>4</sup> Dames & Moore; 1996 EqRiskReductionStudy MWDOC Bldg.

<sup>5</sup> Thornton Tomasetti/Coil & Welsh; "Tenant Improvements for Orange County Water District Administration Building (MWDOC), 10500 Ellis Ave., Fountain Valley, CA 92708; Dated 1/17/03.

<sup>6</sup> PDC Interiors; "MWDOC Entry/Conference Room, MWDOC Reception Floor Plan"; Dated 3/4/2016.

<sup>7</sup> OMB Electrical Engineers; "MWDOC Electrical System Rehabilitation Project"; Dated 4/29/2019

<sup>8</sup> Soule Buildings; "El Toro Water District, 26081 Via Pera, M.V.;" Contract Number 5-1-987; Dated 1/3/77.

<sup>9</sup> Seismic Assessment of the South Emergency operations Center - IDS Group, June 28, 2017

Further discussions with IDS Group concluded that there were some non-structural bracing and support improvements that could be made to provide some seismic performance improvements and those elements are part of the Project design. Another deficiency at the South EOC site is the ability of the existing HVAC system to properly cool the building. The plans include replacement of the A/C system.

### **SECTION 3 – PROJECT DESCRIPTION**

MWDOC selected IDS Group Inc. to provide architectural, civil and structural engineering, and design services for what is defined as seismic and tenant improvements which include:

- Seismic structural and non-structural enhancements
- ADA compliance improvements
- Workspace design and office layout
- Mechanical, Electrical, and Plumbing improvements

The contract for project design was approved by the Board in November 2017. The plans are currently under review by the City of Fountain Valley for building permits.

Various reference materials related to this project are available from the MWDOC website:

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

- Administration Building:
  - 90% Architectural Plan Set (including a proposed phasing plan)
  - 90% Structural Plan Set
  - 90% Mechanical Plan Set
  - 90% Electrical Plan Set
  - 90% Plumbing Plan Set
  - 90% Submittal - Project Manual – Bidding and Contracting Requirements – Seismic Retrofit and ADA Upgrade, IDS Group January 23, 2019
  - Conceptual Seismic Retrofit Study of the MWDOC Administrative Building – IDS Group Feb. 2018
  - IDS “ROM” (Rough Order of Magnitude) Opinion of Probable Cost of Construction – April 2018
  - OMB Electrical Engineers; “MWDOC Electrical System Rehabilitation Project”; Dated 4/29/2019
- South Emergency Operations Center
  - Support & Bracing of Non-Structural Elements 26081 Via Pera Mission Viejo, CA 92691- Dated 5/14/2018.
  - Seismic Assessment of the South Emergency operations Center - IDS Group, June 28, 2017

The Owner’s Representative will work cooperatively and in close coordination with IDS Group (<https://idsgi.com/>), the selected contractor, and MWDOC staff including a staff member who shall be appointed by the District Engineer as the Construction Administrator.

The administration building in Fountain Valley is anticipated to remain occupied during construction. Project work in the administration building is anticipated to occur in 3 phases to accommodate the

work and continued use of portions of the building. Work in the administration will require maintenance of a dust free and low noise environment during MWDOC business hours.

The South EOC in Mission Viejo is unoccupied and Project work may proceed at the South EOC during normal business hours. Work in the South EOC will require protection of wall surfaces, furniture, and equipment.

#### **SECTION 4 – CONSTRUCTION BUDGET & TIMETABLE**

IDS Group has provided a Rough Order of Magnitude opinion of probable construction cost for the administration building improvements; including a 25% Owner’s Contingency, is \$2.3 million.<sup>10</sup> A Rough Order of Magnitude Cost estimate for the South EOC work is \$60,000. Project construction is estimated to take 220 calendar days (not including additional time for procurement item delays).

**Note: the construction project is a public works project subject to prevailing wage rates, and Department of Industrial Relations requirements.**

#### **SECTION 5 – USE OF SUBCONTRACTORS**

MWDOC is committed to selecting an excellent Owner’s Representative team that will provide high quality oversight and documentation for the Project. Should the use of sub-consultants be proposed by Respondent, Respondent shall identify functions that are to be subcontracted and clearly identify the sub-consultant that is anticipated to perform each function and included as part of the proposal in response to this RFP.

#### **SECTION 6 – PROPOSAL TIME SCHEDULE (Subject to Change)**

##### **PROPOSAL ACTIVITIES AND ESTIMATED SCHEDULE DATES**

The following table (subject to change) reflects the anticipated dates/timeframe for receipt, evaluation, award, and implementation of this work. Please note these key dates when preparing your response to this RFP.

<b><u>Activity</u></b>	<b><u>Date</u></b>
Release of RFP solicitation	October 30, 2019
Pre-Bid Meeting 9:00am	November 19, 2019
Written Questions from Respondents Due by 5:00 P.M. PT	December 4, 2019
RFP Submittal Closing Date and Time - 5:00 P.M. PT	December 18, 2019
Interviews with Short-List Respondents	January 6-23, 2020
Recommendation of Award presented to Admin. & Finance Committee	February 05, 2020
Recommendation of Award presented to District Board	February 19, 2020
Award Contract	February 25, 2020

<sup>10</sup> ROM Opinion of Probable Cost of Construction; IGS Group; Dated 4/25/2018



## **SECTION 7 – SCOPE OF SERVICES**

The Owner's Representative is required to provide services specified in the RFP, its proposal, and the executed contracts. In submitting a proposal, the Respondent represents that it is qualified and capable of providing all the requirements of this RFP and the attached Agreement.

The Respondent is also invited to provide a substitute Scope of Services that is consistent with the requirements outlined below and appropriate for this project. The Respondent shall state features, skills and/or services which distinguish the firm that make it the best choice for MWDOC. Additional information or tasks which, in the Respondent's opinion should be included, must be clearly identified.

The following is an overview of the services the Owner's Representative will be required to perform:

### **Task 1 Pre-Construction Phase**

- 1) Value Engineering Review. Perform a constructability review and provide written input relative to means and methods of construction, duration of construction, and constructability for IDS Group to prepare the final Construction Plan Set.
- 2) Project Budget. In consultation with MWDOC and IDS Group, develop an updated Project Budget that includes the anticipated total of all costs related to the Project, including design, consultant services, regulatory requirements and permits, construction, FF&E, relocations, and contingencies. The Project Budget shall also identify recommendations for cost reductions, value engineering, or revisions to MWDOC's Project requirements.
- 3) Project Schedule. In consultation with MWDOC and IDS Group, develop a preliminary project schedule identifying major milestones based on the scope of services from Bid Solicitation through Project Closeout.

### **Task 2 Plan Check & Bidding Phase**

- 1) Plan Check. If necessary, assist IDS Group with obtaining all necessary building permits in order to solicit bids for the construction contract in a timely manner.
- 2) Bidding Procedures. Develop and expedite bidding procedures, bid tracking and receipt of bids with regard to the Project construction contract. Establish the necessary procedures to ensure that the construction contract is competitively bid.
- 3) Generate Bidder Interest. Develop bidders' interest in the Project and maintain contact with potential bidders for the Project construction contract throughout the bid period. A telephone/email campaign shall be conducted by the Owner's Representative to stimulate interest in bidding on the Project.
- 4) Bid Advertisements. Prepare and place notices and advertisements to solicit bids for the Project construction contract as required by law in cooperation with MWDOC.
- 5) Prepare and Expedite Bid Documents Delivery. Coordinate, prepare, and expedite the creation, assembly and delivery of bid documents and any addenda for the construction project to the bidders.

- 6) Pre-Bid Conference. In conjunction with the Architect and MWDOC, conduct the pre-bid conference. This conference will be a forum to present MWDOC's Project requirements to the bidders and familiarize bidders with the Project and bid documents.
- 7) Coordination and Inquiries. Coordinate communications related to bidder inquiries and seek resolution from the appropriate party and provide timely forwarding of such information to the bidders and MWDOC.
- 8) Addenda Review. Administer the addenda process and provide a review of each addendum during the bid phase for time, cost, and constructability impact, and make appropriate comments and recommendations.
- 9) Bid Review, Evaluation and Recommendations. In cooperation with the Architect, the Owner's Representative shall assist MWDOC with the bid openings, and evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (as applicable). Make a formal report to MWDOC regarding the potential award of the Project construction contract. Services include receipt, review and evaluation of bids, and recommendations for award of construction contract.
- 10) Rebidding. In the event the bids are deemed unacceptable by MWDOC, the Owner's Representative is to assist with re-bidding the Project, including making revisions to the scope as required to reduce the construction costs for the Project.
- 11) Notices of Award and Notices to Proceed. Assist MWDOC with issuing Notices of Award and Notices to Proceed.

### **Task 3 Construction Phase**

- 1) Pre-Construction Conference. Conduct, in conjunction with MWDOC and Architect, a pre-construction orientation conference prior to the commencement of actual construction. The conference will serve as an introduction of key personnel for the Project, establish effective lines of communication, and review procedures for required submittals and the handling of changes to the scope of work.
- 2) Contract Administration. In cooperation with the Architect, administer the construction contract. Coordinate the preparation of construction staging areas on-site for the Project and coordinate the preparation of the site for construction, including, but not limited to, temporary workspace setup and phasing, or other items reasonably necessary for efficient construction. Assist with the facilitation of Contractor mobilization and construction sequencing. In addition, provide management and related services as required to coordinate work of the Contractor with the Architect and MWDOC to complete the Project in accordance with the contract documents.
- 3) Superintendent. Maintain a competent superintendent at the Project site for the purpose of coordinating and monitoring the work and progress of the Contractor.
- 4) Submittal Procedures. Establish and implement procedures with MWDOC and Architect to coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures. Maintain logs, files and other necessary documentation. Establish a procedure to verify that the Contractor has submitted certified payroll to the Department of Industrial Relations for the Project.

- 5) Meetings. Coordinate and conduct pre-construction, construction and job-site progress meetings with the Contractor, Architect and MWDOC. Record, transcribe and distribute meeting minutes to all attendees, and MWDOC. Assist in the resolution of any technical construction issues.
- 6) Quality Assurance/Quality Control (QA/QC). Establish and implement a QA/QC management plan for the Project which includes steps to observe, verify and document the specified level of construction quality.
- 7) Coordination of Technical Inspection and Testing. Coordinate all testing required by the Contract Documents, Architect or other third parties. If requested, assist MWDOC in selecting any special consultants or testing laboratories.
- 8) Construction Observation. Ensure the construction conforms to the approved plans and specifications. Observe that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. Guard against defects and deficiencies and advise MWDOC of any deviations, defects or deficiencies observed in the work.
- 9) Non-Conforming Work. Review contractor's recommendations for corrective action on observed non-conforming work. Make recommendations to MWDOC and Architect in instances where the Owner's Representative observes work that is defective or not in conformance with the contract documents. Observe the contractor's work to verify that all authorized changes are properly incorporated in the Project.
- 10) Exercise of Contract Prerogatives. Advise MWDOC and make recommendations for exercising MWDOC's Contract prerogatives, such as giving the contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.
- 11) Safety Program. Monitor the overall safety program of the Project. In the instance where a Contractor does not take immediate measures to correct observed safety deficiencies, the Owner's Representative will immediately notify MWDOC and make recommendations on an appropriate course of action. To the extent required by OSHA, obtain the Contractor's safety program and monitor its implementation.
- 12) Endorsements of Insurance; Performance and Payment Bonds. Prior to the Contractor commencing any work on the project, the Owner's Representative shall obtain from the Contractor, and review for compliance with the contract documents, the required insurance policy endorsements, including additional insured endorsements, the certificates of liability insurance and the faithful performance and payment bonds. After review and correction of any deficiencies in these documents forward them to MWDOC. Further, the Owner's Representative shall insure that the Contractor maintain in effect the required insurance and bonds during their work on the project and shall review any subsequent renewals or changes in insurance or bonds.
- 13) Changes in Construction Cost. Revise and refine the approved estimate of construction cost, and incorporate approved changes as they occur.
- 14) Web Based Records Management. Develop and implement a web-based information management program for the Project and provide MWDOC with 24-7 unrestricted access to all

Project information. At the completion of the Project, deliver all records to MWDOC and the Architect so the Architect may review the record as-built drawings, after which the as-built drawings shall be delivered to MWDOC.

- 15) Schedule of Values and Processing of Payments. Review and recommend the Contractor's schedule of values for each of the activities included in that contractor's schedule of events. Review with the Architect and make recommendations to MWDOC pertaining to progress payments to the contractors.
- 16) Evaluate Change Order Proposal Costs. Evaluate Contractors' costs for proposed change orders and make a recommendation to MWDOC regarding the acceptance of any proposals for a change order. Assist MWDOC and the Architect in negotiating any change order costs and time extensions.
- 17) Change Orders. Ensure that all changes to the construction contract between MWDOC and the Contractor are only made by change order executed by MWDOC and provided to MWDOC with sufficient notice to allow time to evaluate and submit to the Board for approval, if necessary.
- 18) Contractor Claims. Review with MWDOC and Architect any and all notices of claims and claims submitted by the Contractor against MWDOC for any alleged cause. Perform an evaluation of the contents of such claim and make recommendations to MWDOC before the time period established by law for MWDOC response to such claims has lapsed. If requested by MWDOC, prepare estimates and alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to MWDOC and shall be used in claim rulings and negotiations. If requested by MWDOC, negotiate claims with the Contractor on behalf of MWDOC.
- 19) Completion of Contracts and Project. Notify and assist Architect in preparing a list of incomplete or unsatisfactory items ("Punch-list"), for completion by the Contractor. Assist the Architect in determining when the Project or a designated portion thereof is complete. Prepare a summary of the status of the work, listing changes in the previously issued Punch-list and recommending the times within which the Contractor shall complete the uncompleted items on the Punch-list.
- 20) As-Built Documents. Coordinate and expedite functions in connection with the Contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that the Contractor fails to provide acceptable "as-built" documents.
- 21) Permits. Assist MWDOC in obtaining all necessary permits for the Project.
- 22) Coordinate and assist MWDOC in the move-out/move-back for various phases of the Project.

#### **Task 4 Project Closeout and Post-Construction Services**

- 1) Relocation. Assist MWDOC to coordinate the arrival and installation of MWDOC furnished materials and fixtures, furnishings and equipment ("FF&E"). Coordinate schedules for MWDOC user relocations and occupancy.
- 2) Punch Lists. In conjunction with Architect and MWDOC, develop, schedule and verify completion of any outstanding punch list of incomplete or nonconforming work.

- 3) Project As-Built, Close Out, and Warranties. Review contractual requirements for as-builts, close out documentation and warranties, and obtain and compile all required documentation for delivery to MWDOC.
- 4) Final Claims Releases and Contractor close-out agreement. Obtain final claim releases, including release of any stop notices, and a close-out agreement from the Contractor as required by the contracts and State law.
- 5) Final Project Report and Payment. Prepare the final payment documentation for the Contractor, and provide a final report to MWDOC that includes:
  - a. A financial summary of all construction contracting, change orders, owner's representation, consultant services, FF&E, and other costs associated with the Project.
  - b. A construction summary with final schedule review and update.
  - c. A final acceptance summary with signed receipts from MWDOC staff of all close out document submittals.
  - d. A final acceptance of receipt of all FF&E.
- 6) User Complaints. Assist with response to initial post-occupancy complaints about missing or malfunctioning building components and equipment, and contractor/vendor warranty items.

## **SECTION 8 – PROPOSAL REQUIREMENTS AND SELECTION PROCESS**

### **PROPOSAL CONTENT**

The proposal must be clear and concise, and limited to no more than 25 pages, well organized and demonstrate your firm's and team's qualifications and experience for conducting this work. In electronic format, it should be not more than 10 MB in size. The proposal must contain the following information as a minimum:

### **SCOPE OF SERVICES**

Provide a detailed scope of services that comprehensively defines and describes the proposed approach and methods to perform the Services. The scope of services must, at minimum, address the items shown in Section 7 "Scope of Services" and the goals of MWDOC.

In reviewing the Scope of Services described in Section 7. Respondent may identify additional necessary tasks needed to complete the Project.

### **EXPERIENCE AND COMPETENCY**

Respondent shall provide a description of how the Respondent's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP. Describe the past experience of staff to be assigned to perform the Services in performing similar services.

### **TEAM**

Provide a description of the project team members, their job titles, and include a listing of the percentage of each member's time is assigned to this effort. MWDOC requires contractual commitments for key staff identified in the proposal until Project completion. Substitutions of key personnel require MWDOC written approval.

Respondent firm's principal(s) are required to be registered by the State of California for practice of specialized services. Respondents are required to demonstrate that their staff and subcontractors are licensed in all areas relevant to this Project.

The proposal must demonstrate that the team possesses a high degree of competency not only with traditional project management and administration processes and methods, but also is well-versed in the issues associated with building information models, computer-based schedule programs, web-based file management and information systems, and other engineering and construction technology tools being used by sophisticated construction firms.

#### **SCHEDULE**

Provide a detailed activity schedule in general conformance with the project timeline described in Section 3. The schedule should also reflect coordination items, any critical path issues, and allowance for meetings with MWDOC. It should also identify major milestones based on the scope of services described in Section 7.

#### **BUDGET**

The Respondent must provide in the proposal a breakdown of the estimated hours that each project team member, including any sub-contractors that will contribute for the individual tasks depicted in the scope of services. The Consultant must also separately identify costs of all subcontractors and other direct reimbursable costs to the project such as reproduction, mileage, etc.

Provide a detailed not-to-exceed cost proposal to accomplish the services requested. Identify the hourly allocation of resources by discipline and by each of the major four tasks identified in the scope of services above. Identify any services that are specifically excluded from the budget.

#### **CONFLICT OF INTEREST**

Provide documentation that personal or organizational conflicts of interest prohibited by law do not exist. The selected Owner's Representative firm shall not be a bidder, or perform work for any bidder, on the construction contract related to this project.

#### **CONTRACT/AGREEMENT**

A sample copy of MWDOC's professional services agreement is provided in **Attachment A**. Please state in your proposal your willingness to accept the agreement terms and conditions. If you require any changes, please include in your proposal 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. The Respondent must acknowledge that the Respondent is providing services on a work-for-hire basis.

#### **TERMS AND CONDITIONS OF THE PROPOSAL SELECTION**

MWDOC may discuss or negotiate with one or more firms prior to award to complete the selection process to enable a recommendation to be made to MWDOC's Committee and Board.

MWDOC reserves the right to reject any or all proposals, either separately or as a whole, and 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 must be presumed to have read and be thoroughly familiar with the project. Respondents must be capable of complying with all insurance requirements and Conflict of Interest Statements as stated in MWDOC's standard agreement **(Attachment A)**. Please review this agreement and note in your proposal if any modifications are needed in order to ensure compliance.

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

The selected firm 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.

This request 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 and to negotiate with any qualified applicant.

During the evaluation process, MWDOC reserves the right, where it may serve MWDOC's best interest, to request additional information or clarification from Respondents, or to allow corrections or errors or omissions.

## **SELECTION PROCESS**

### **Proposal Review Process**

An evaluation committee will review the proposals received in response to this RFP.

If deemed necessary by the evaluation committee, interviews with short-listed Respondents will be conducted (tentatively scheduled for January 6-23, 2020).

The evaluation committee will recommend one or more firms to fulfill the requirements of this RFP. The recommendation will be made to the General Manager, a Committee of the Board and the Board of Directors.

Upon approval by the Board of Directors, MWDOC will enter into further negotiations with the selected Respondent(s) to develop and execute a final agreement.

### **Selection Criteria**

MWDOC will utilize the following general criteria to select the consultant(s) for this work:

1. Understanding of the project, and Respondents recommended plan for completion, including any recommended changes to the scope of services to best achieve intended outcomes.
2. Qualifications of firm, assigned personnel and subcontractors
3. Estimated cost and rates and acceptance of MWDOC's standard form of agreement

### **Protests**

Protest Contents: Protests based on the content of the RFP shall be submitted electronically to Charles Busslinger via email at [cbusslinger@mwdoc.com](mailto:cbusslinger@mwdoc.com) no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Respondent may protest a contract award if the Respondent

believes that the award was inconsistent with this RFP or is not in compliance with law. A protest must be filed in writing via email to Charles Busslinger at [cbusslinger@mwdoc.com](mailto:cbusslinger@mwdoc.com) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5 pm of the fifth business day after notification of the contract award will be rejected by the MWDOC as invalid and the Respondent's failure to timely file a protest will waive the Respondent's right to protest the contract award. The Respondent's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

MWDOC Review: MWDOC will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. MWDOC shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. Action by MWDOC relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.



**ATTACHMENT A**

**Model Agreement For Owner's Representation Services**

## 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>11</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. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

#### **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. Standard of Care; Performance of Employees**

**CONSULTANT** shall perform all **SERVICES** under this **AGREEMENT** in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. **CONSULTANT** represents and maintains that it is skilled in the professional calling necessary to perform the **SERVICES**.

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<sup>11</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.

**CONSULTANT** warrants that all employees and subconsultants shall have sufficient skill and experience to perform the **SERVICES** assigned to them. **CONSULTANT** represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the **SERVICES**, and that such licenses and approvals shall be maintained throughout the term of this **AGREEMENT**. **CONSULTANT** shall perform, at its own cost and expense and without reimbursement from the **DISTRICT**, any services necessary to correct errors or omissions which are caused by the **CONSULTANT's** failure to comply with the standard of care provided for herein. Any employee of the **CONSULTANT** or its sub-consultants who is determined by the **DISTRICT** to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the **SERVICES** in a manner acceptable to the **DISTRICT**, shall be promptly removed from the Project by the **CONSULTANT** and shall not be re-employed to perform any of the **SERVICES** or to work on the Project.

**CONSULTANT** shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the **SERVICES**, including all Cal/OSHA requirements, and shall give all notices required by law. **CONSULTANT** shall be liable for all violations of such laws and regulations in connection with the Services and this **AGREEMENT**. All violations of such laws and regulations shall be grounds for the **DISTRICT** to terminate the **AGREEMENT** for cause.

#### **D. 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**. Change orders shall specify the change in the budgeted amount for **SERVICES**. All requests for change orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the **DISTRICT** for the purpose of determining the additional costs or the impact of any delay. **CONSULTANT** shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of **CONSULTANT's** right to a change order. If any costs are not capable of being determined within seven (7) days, then **CONSULTANT** shall request a change order within seven (7) days of when the costs are capable of being determined. 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.

## **II            TERM**

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"**. **CONSULTANT** shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties, may, by mutual written consent, extend the term of this Agreement if necessary to complete the Services.

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

#### **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 without written approval of **DISTRICT**. Upon expending and invoicing the **DISTRICT 80%** of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a written notice with 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**.

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"**.

#### **C. 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 15<sup>th</sup> 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.

#### **D. 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                    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**.

## **V** **SUBSTITUTION OF KEY PERSONNEL**

**CONSULTANT** has represented to **DISTRICT** that certain key personnel will perform and coordinate the **SERVICES** under this **AGREEMENT** for the entire term. Should one or more of such personnel become unavailable, **CONSULTANT** may substitute other personnel of at least equal competence only upon written approval of **DISTRICT**. In the event that **DISTRICT** and **CONSULTANT** cannot agree as to the substitution of key personnel, **DISTRICT** shall be entitled to terminate this **AGREEMENT** for cause. The key personnel for performance of this **AGREEMENT** are as follows: [\*\*\*INSERT NAME AND TITLE\*\*\*].

## **VI** **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  
Robert J. Hunter  
General Manager  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708

Consulting Firm  
Consultant  
Title  
Address  
Telephone

## **VII** **TERMINATION**

**DISTRICT** may terminate this **AGREEMENT** in whole or in part at any time upon thirty (30) days written notice to **CONSULTANT**. Upon termination, **CONSULTANT** shall be compensated only for those services which have been adequately rendered to **DISTRICT**, and **CONSULTANT** shall be entitled to no further compensation. **CONSULTANT** may not terminate this **AGREEMENT** except for cause.

In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT**, finished or unfinished in connection with the performance of Services under this **AGREEMENT** 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, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

In the event this **AGREEMENT** is terminated in whole or in part as provided herein, **DISTRICT** may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## **VIII                    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. **CONSULTANT** shall provide evidence satisfactory to the **DISTRICT** that it has secured all insurance required under this section. In addition, **CONSULTANT** shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the **DISTRICT** that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the **DISTRICT** to terminate this **AGREEMENT** for cause.

The **CONSULTANT**, concurrently with the execution of the **AGREEMENT**, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the **DISTRICT**, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **DISTRICT** for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**CONSULTANT** shall report to the **DISTRICT**, in addition to **CONSULTANT**'s insurer, any and all insurance claims submitted by **CONSULTANT** in connection with the **SERVICES** under this **AGREEMENT**.

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

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

**CONSULTANT** and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT** in accordance with applicable law. A waiver of subrogation stating that the insurer waives all rights of subrogation against the **DISTRICT**, its Directors, officers, employees, agents, and volunteers.

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

**CONSULTANT** shall obtain 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**. This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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. Commercial General Liability**

**CONSULTANT** shall obtain general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage and no less than \$2,000,000 in the general aggregate. 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. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this **AGREEMENT**. For all policies of Commercial General Liability insurance, **CONSULTANT** shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. 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. Automobile Liability** (owned, scheduled, non-owned or hired)

Consultant shall obtain automobile liability of at least \$1,000,000 for bodily injury and property damage each accident limit.. .

### **E. Primary and Non-Contributing Insurance**

**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.

### **F. 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.

## **IX INDEMNIFICATION**

To the fullest extent permitted by law, **CONSULTANT** shall defend (with counsel of **DISTRICT's** choosing), indemnify and hold the **DISTRICT**, its Directors, officers, employees, authorized volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of **CONSULTANT**, its officials, officers, employees, subconsultants, or agents in connection with the performance of the **CONSULTANT's**

Services, the Project or this **AGREEMENT**, including without limitation the payment of all expert witness fees, attorney's fees, and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the **DISTRICT**. **CONSULTANT's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the **DISTRICT**, its Directors, officers, employees, agents, or authorized volunteers.

If **CONSULTANT's** obligation to defend, indemnify, and/or hold harmless arises out of **CONSULTANT's** performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, **CONSULTANT's** indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the **CONSULTANT**, and, upon **CONSULTANT** obtaining a final adjudication by a court of competent jurisdiction, **CONSULTANT's** liability for such claim, including the cost to defend, shall not exceed the **CONSULTANT's** proportionate percentage of fault.

**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.

## **X                    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."**

## **XI                    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.

## **XII                    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**.

## **XIII 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. This **AGREEMENT** creates a non-exclusive and perpetual license for **DISTRICT** to copy, use, modify, disclose, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in all original written or recorded data, documents, graphic displays, reports or other **MATERIALS** fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by **CONSULTANT** under this **AGREEMENT**. Any such **MATERIALS** shall not be used in whole or in substantial part by **CONSULTANT** on other projects without the **DISTRICT's** express written permission. 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.

Within thirty (30) days following the completion, suspension, abandonment or termination of this **AGREEMENT**, **CONSULTANT** shall provide to **DISTRICT** reproducible copies of all original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder in a form and amount required by **DISTRICT**. In the event of a dispute regarding the amount of compensation to which the **CONSULTANT** is entitled under the termination provisions of this **AGREEMENT**, **CONSULTANT** shall provide all **MATERIALS** to **DISTRICT** upon payment of the undisputed amount. **CONSULTANT** shall have no right to retain or fail to provide to **DISTRICT** any such

documents pending resolution of the dispute. In addition, **CONSULTANT** shall retain copies of all **MATERIALS** on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to **DISTRICT** upon the payment of actual reasonable duplication costs.

**A. Subconsultants.**

**CONSULTANT** shall require all subconsultants to agree in writing that **DISTRICT** is granted a non-exclusive and perpetual license for any **MATERIALS** the subconsultant prepares under this **AGREEMENT**. **CONSULTANT** represents and warrants that **CONSULTANT** has the legal right to license any and all **MATERIALS**. **CONSULTANT** makes no such representation and warranty in regard to **MATERIALS** which were prepared by design professionals other than **CONSULTANT** or its subconsultants, or those provided to **CONSULTANT** by the **DISTRICT**.

**B. Right to Use.**

**DISTRICT** shall not be limited in any way in its use or reuse of the **MATERIALS** or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this **AGREEMENT** or on a project other than this Project without employing the services of **CONSULTANT** shall be at **DISTRICT**'s sole risk. If **DISTRICT** uses or reuses the **MATERIALS** on any project other than this Project, it shall remove the **CONSULTANT**'s seal from the **MATERIALS** and indemnify and hold harmless **CONSULTANT** and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the **MATERIALS** on such other project. **CONSULTANT** shall be responsible and liable for its **MATERIALS**, pursuant to the terms of this **AGREEMENT**, only with respect to the condition of the **MATERIALS** at the time they are provided to the **DISTRICT** upon completion, suspension, abandonment or termination. **CONSULTANT** shall not be responsible or liable for any revisions to the **MATERIALS** made by any party other than **CONSULTANT**, a party for whom the **CONSULTANT** is legally responsible or liable, or anyone approved by the **CONSULTANT**.

**C. Indemnification.**

**CONSULTANT** shall defend, indemnify and hold the **DISTRICT**, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this **AGREEMENT**, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by **DISTRICT** of the **MATERIALS**, including any method, process, product, or concept specified or depicted.

**XIV LABOR CODE REQUIREMENTS.**

**A. Prevailing Wages.**

**CONSULTANT** is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the **SERVICES** are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, **CONSULTANT** agrees to fully comply with such Prevailing Wage Laws. **DISTRICT** shall provide **CONSULTANT** with a copy of the prevailing rates of per diem wages in effect at the commencement of this **AGREEMENT**. **CONSULTANT** shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the

**SERVICES** available to interested parties upon request, and shall post copies at the **CONSULTANT**'s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this **AGREEMENT**, and **CONSULTANT** shall therefore comply with such Labor Code sections to the fullest extent required by law. **CONSULTANT** shall defend, indemnify and hold the **DISTRICT**, its Directors, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### **B. Registration/DIR Compliance.**

If the **SERVICES** are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the **CONSULTANT** and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). **CONSULTANT** shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be **CONSULTANT**'s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against **CONSULTANT** or any subconsultant that affect **CONSULTANT**'s performance of services, including any delay, shall be **CONSULTANT**'s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered **CONSULTANT** caused delay and shall not be compensable by the **DISTRICT**. **CONSULTANT** shall defend, indemnify and hold the **DISTRICT**, its directors, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against **CONSULTANT** or any subconsultant.

#### **C. Labor Certification.**

By its signature hereunder, **CONSULTANT** certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the **SERVICES**.

### **XV 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.

**XVI                    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**.

**XVII                  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.

**XVIII                JURISDICTION AND VENUE SELECTION**

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

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

**APPROVED BY:**

\_\_\_\_\_

Date \_\_\_\_\_

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

**CONSULTANT ACCEPTANCE:**

\_\_\_\_\_

Date \_\_\_\_\_

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

**Internal Use Only:**

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

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

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

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

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

**EXHIBIT "A"**

<b>ETHICS POLICY</b>	<b>§7100-§7110</b>
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**§7100 PURPOSE**

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

**§7101 RESPONSIBILITIES OF BOARD MEMBERS**

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

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

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

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

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Motion - 1/17/96;

**§7103 CONFLICT OF INTEREST**

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

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

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's

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

#### **§7104 GIFTS**

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

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

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

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

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

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Motion - 1/17/96;

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

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members,

that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

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

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

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

#### **§7107 POLITICAL ACTIVITIES**

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, 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 or during the course and scope of their duties for MWDOC. 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. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

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Motion – 6/17/15

#### **§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 any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, 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. The Executive Committee may make a determination and present the issue to the full Board.

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Motion - 1/17/96; 6/17/15



## **§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 ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES**

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and 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 during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

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M-12/21/05

**EXHIBIT "B"**

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

<b>Company:</b> <b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Tax I.D. #</b>
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1. Term – Commencement (Insert Date) \_\_\_\_\_ Termination (Insert Date) \_\_\_\_\_
2. Fees/Rates to be billed - \$\_\_\_\_\_
3. 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 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**  
  
Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a “cost to complete” estimate for the remaining work.
4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list “refer to Exhibit “ )  
\_\_\_\_\_
5. Consultant Representative: \_\_\_\_\_

**ATTACHMENT B  
STAFFING PLAN**

**(Complete and submit as part of "Response Requirements")**

**1. RESPONDENT KEY PERSONNEL**

<b>Name</b>	<b>Classification/Designation</b>	<b>Years of Experience</b>	<b>Licenses/Certifications (include license #)</b>

Respondent understands that the personnel represented as assigned to the CONTRACT must remain working on the Project throughout the CONTRACT duration unless otherwise requested or approved by MWDOC. Substitution or addition of Respondent's key personnel in any given category or classification shall be allowed only with prior written approval of MWDOC's Project Manager.

Respondent may reserve the right to involve other Respondent personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to MWDOC Project Manager written approval. MWDOC reserves the right to have any Respondent personnel removed from providing services to MWDOC under this CONTRACT. MWDOC is not required to provide any reason for the request for removal of any Respondent personnel.

**2. SUBCONTRACTOR(S) (IF APPLICABLE)**

Listed below are subcontractor(s) anticipated by the Respondent to perform services specified in the Scope of Services. Substitution or addition of Respondent's subcontractors in any given project function shall be allowed only with prior written approval of the MWDOC Project Manager.

<b>Company Name &amp; Address</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>	<b>Licenses/Certifications (include license #)</b>

(Use multiple sheets if necessary)