



REQUEST FOR PROPOSALS

For

Professional Services

For

**Landscape Design Assistance and Landscape Maintenance Assistance
Program**

for Turf Replacement Program Participants

Proposals Due: 4:00 PM, March 29, 2024

March 8, 2024

Landscape Design Assistance and Landscape Maintenance Assistance Program for Turf Replacement Program Participants

I. Introduction

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

When a Turf Replacement Program Participant (Program Participant) requests design assistance and/or maintenance assistance, MWDOC staff will review their application for eligibility. If the Program Participant qualifies for the LDAP, MWDOC staff will assign the Program Participant to a Consultant to begin the one-on-one consultation based upon the Program Participant's location or Zone, the Consultant's availability, quantity of LDAP projects already in the Consultant's queue and, potentially, other considerations. Once this one-on-one consultation has been completed to the satisfaction of MWDOC and the Program Participant, a Design Package consisting of a front yard Concept Plan, Planting Plan, and Irrigation Plan will be delivered to MWDOC first for review and approval and then to the property owner. The Design Package may also be uploaded to MWDOC's website to be accessed by those additional Program Participants interested in MWDOC's Turf Replacement Program (TRP) to assist them in their landscape retrofit design choices. All work resulting from the one-on-one design consultations will become the property of MWDOC and may be posted on MWDOC's website for access by other Program Participants and the public.

After the execution of the Professional Services Agreement (Attachment D) with MWDOC, Consultant will begin assisting approved LDAP Participants with creating climate appropriate front-yard landscapes that incorporate the Turf Replacement Program requirements and Best Management Practices (BMP) for Storm Water Management.

II. Background

Water agencies throughout Orange County have had a long-standing commitment to water use efficiency. MWDOC's TRP has been in existence since 2010 and has helped remove more than 20 million square feet of turf grass across Orange County, resulting in water savings for every square foot of turf removed. MWDOC has found that two of the major hurdles for customers participating in the TRP is creating a landscape design for their project and then, after converting to a California Friendly landscape, knowing how to properly maintain and care for their new landscape.

III. Scope of Services

MWDOC proposes to hire Consultant(s) to enter into a five-year agreement(s) to provide technical design assistance for Participants in MWDOC's TRP, resulting in the delivery of front yard Design Packages for eligible Participants. Additionally, eligible Participants may receive landscape maintenance consultations resulting in the delivery of Maintenance Plans for each Participant. The total number of Design Packages requested, program-wide, per month is estimated to be between two to ten, contingent upon the time of year and the activity in the TRP. The total number of Maintenance Plans requested, program-wide, per month, is estimated to be between two to four. These Design Package requests and Maintenance Plan requests will then be assigned to the Consultant(s) based upon the Program Participant's location or Zone, the Consultant's availability, quantity of LDAP/LMAP projects already in the Consultant's queue and, potentially, other considerations. Due to variability in the TRP, MWDOC cannot guarantee a minimum number of Design Packages or Maintenance Plans per month will be assigned to Consultant.

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

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

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

Consultants may submit pricing for Task 1 and Task 2 only, Task 3 only, or Tasks 1, 2, and 3. Participant access to landscape retrofit design and maintenance assistance will help facilitate

the completion of a turf removal and re-landscaping project on either as a “do-it-yourself” project or via a contract with a contractor of their own choosing.

Description of Work

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

Task 1 – Site Visit and Design Consultation

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

The on-site walk-through and design Consultation should take approximately (two) 2 hours. The Consultation time period may be broken up into multiple consultation periods in order to ensure the Participant’s satisfaction with the completed Design Package as described in Task 2. As MWDOC will only pay for a total of two (2) hours of the Consultant’s time, the site inspection and the Consultation should not exceed a total of two (2) hours. Task 1 should be billed on an hourly basis.

The design Consultation will cover the following:

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

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

- All areas must remain permeable to air and water

- Weed barriers must be permeable
 - Concrete, plastic sheeting, or other impermeable surfaces will not be included
 - Grout and/or mortar used with pavers are not considered permeable
 - Pavers or bricks are not considered permeable unless at least 2 inches of space is provided between the pavers or bricks. Pavers must not exceed 3'x3'.
- There must be a minimum of three (3) plants per 100 square feet of turf removed. If the project area is divided into multiple sections, each section must meet the plant count minimum requirement based on that section's square footage.
 - This minimum only describes the minimum requirements for the Turf Replacement Program (TRP). The actual number of plants will be contingent upon the design style and Consultation.
- Areas may not be designed to include bare soil
 - Any areas with bare soil must be covered in non-synthetic mulch
 - Acceptable mulch includes, but is not limited to, compost, bark, wood chips, decomposed granite, river rock
 - Synthetic mulch such as rubber chips or plastic is ineligible
 - Mulch is not required in areas planted with creeping or rooting groundcovers
- At least one of seven sustainability features shall be incorporated into the design. These features include:
 - Rock Gardens
 - Dry Riverbeds
 - Eligible Trees
 - Swales
 - Berms
 - Rain Gardens
 - Rain Barrels or Cisterns
- Irrigation system must be a low flow system
 - Low flow systems are drip irrigation, high efficiency rotating nozzles, or hand watering (any remaining sprinkler heads must be capped or removed).
 - All irrigation zones must be modified to water to the lowest watering needs of the hydrozone. A single irrigation zone shall not be designed to irrigate two or more hydrozones of different water requirements. If only part of a lawn is converted, the sprinkler system must be properly modified to provide adequate coverage to the remaining lawn without spraying the converted area.
- Project areas may not be designed to include swimming pools/Jacuzzis, ponds, fountains, or other water-containing fixtures

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

For additional information on the TRP, it is recommended that the Consultant read the TRP Terms and Conditions supplied in Attachment B and located on the TRP Website at <https://mwdoc.dropletportal.com/rebate/turf/terms>. TRP terms and conditions are subject to change.

Task 2 - Design Packages

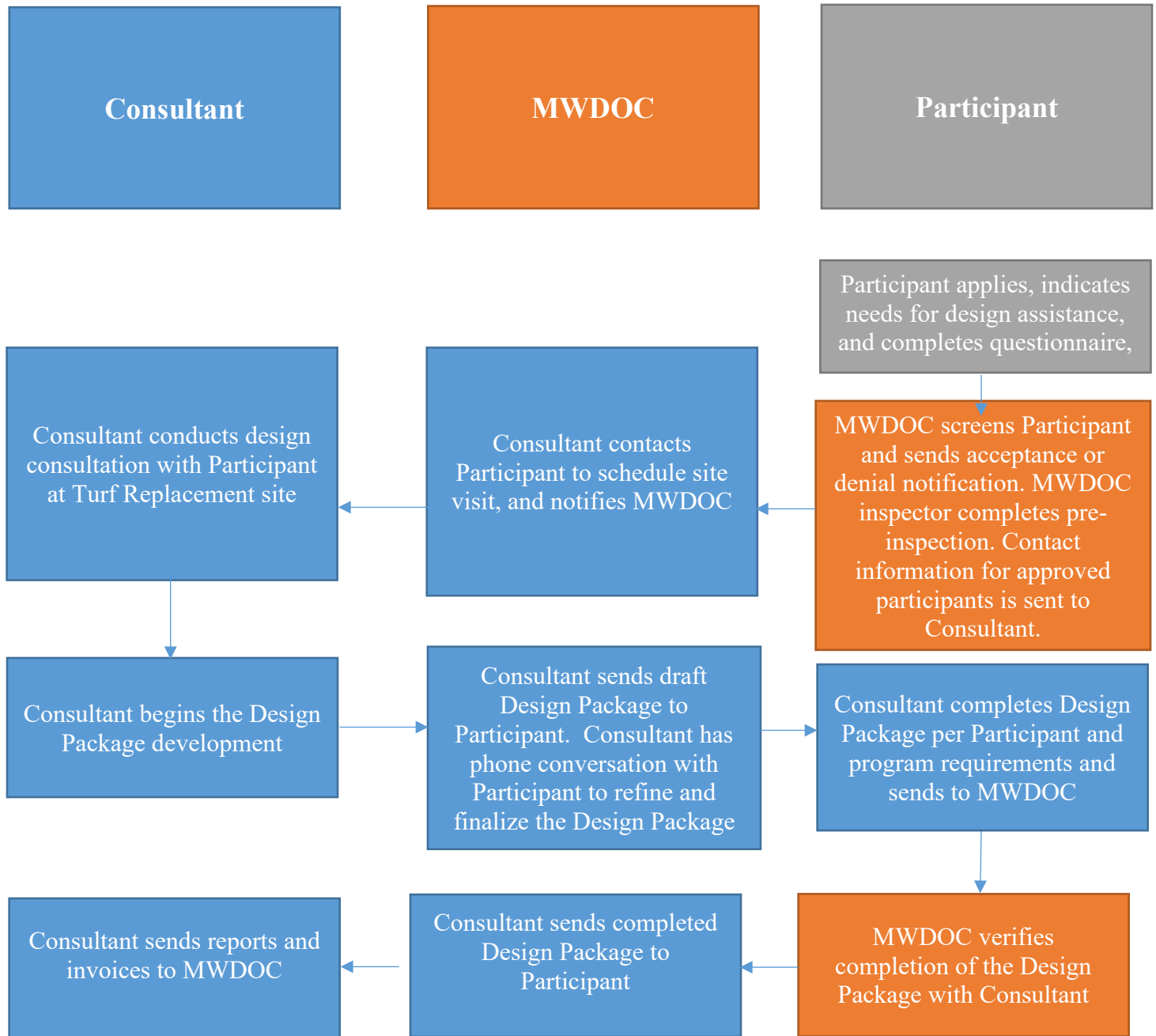
Once the Consultation has been completed, the Consultant will provide MWDOC with a completed Landscape Design Package within the requirements of the LDAP and TRP that is customized and based upon the needs of the Participant and the site (to the Participant's satisfaction). After MWDOC reviews the Design Package, the Consultant will then submit the completed Design Package to the Participant. The Design Package must comply with any local ordinances, covenants, conditions, and restrictions and any Homeowner Association requirements. These Design Packages may also be posted on MWDOC's website and will be associated with each respective Consultant's firm. Design Package shall be billed to MWDOC by quantity of packages and will be paid at a flat rate per package. Work related to Task 2 shall not be billed or paid on an hourly basis. Examples of previous LDAP designs can be found at: <https://www.mwdoc.com/oc-friendly-landscapes/real-oc-transformations/>

Deliverables for Task 2

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

Program Administration Flowchart – Tasks 1 and 2

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



Task 3 – Maintenance Consultation and Maintenance Package

After the installation of their new landscape, TRP Participants may indicate their need to work with a LMAP maintenance consultant. A post-inspection will be conducted by the designated TRP inspector and will include measurements and photographs of the converted area.

MWDOC will review each potential participant and either deny or approve their continued involvement. Once a Participant has been selected to move forward in the program and is notified by MWDOC of approval, the Consultant will also be informed and will reach out to the Participant for an initial appointment. MWDOC will provide the Consultant with the completed inspection paperwork as well as the Participant's landscape design, if available.

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

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

Deliverables for Task 3

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

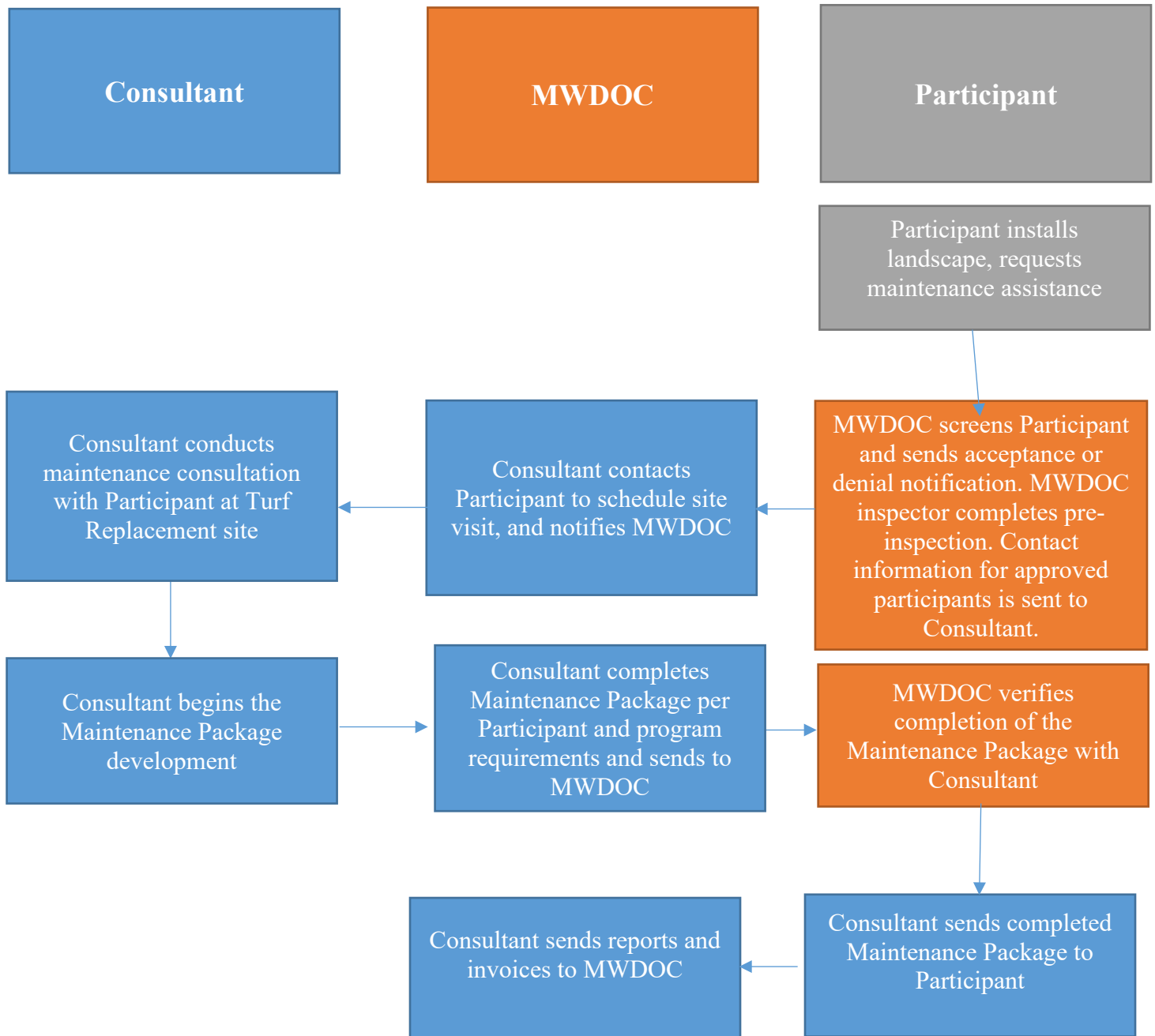
- Proper pruning techniques
- Weed abatement strategies
- Plant water requirements and irrigation tips
- Irrigation system maintenance needs
- Recommended irrigation controller schedule with seasonal adjustments
- Mulch and hardscape maintenance
- A weekly, monthly, seasonal, and annual maintenance schedule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

During the Consultation the Participant and the Consultant will work together to develop a Maintenance Package that will meet or exceed the above minimum maintenance plan requirements for LDAP. The Maintenance Package should be billed at a flat rate.

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

Program Administration Flowchart – Task 3

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



Task 4 – Reporting

Reports for the purposes of progress and budget/invoice tracking will be provided to MWDOC on a monthly basis. Consultant's fees shall be billed by the 10th day of the month for the previous month's activities. For most months, invoices received by the 10th day of the month will be paid by MWDOC by the end of the following month. Invoices will occasionally need to be received earlier to meet specific accounting deadlines; MWDOC will communicate these specific deadlines beforehand. Invoices shall reference the Purchase Order number from MWDOC.

Deliverables for Task 4

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

Please Note:

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

If the Participant asks for additional design areas outside of the scope of this RFP or any Professional Services Agreement between Consultant and MWDOC, the Participant and Consultant must enter into their own agreement and Program Participant will pay for any associated costs for any additional design areas.

IV. Project Implementation Schedule

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

<u>Task Description</u>	<u>Date</u>
Release of RFP to Consultants	March 8, 2024
Pre-Bid Questions due (optional)	March 15, 2024
Pre-Bid Question Responses Released if any	Week of March 18, 2024
Proposal Due Date	March 29, 2024 4:00pm PST
Proposal Review	Week of April 1, 2024
<i>Consultant Interviews (Tentative, if needed)</i>	Week of April 8, 2024
Consultant Selection	Week of April 15, 2024
MWDOC's Committee Consideration	May 6, 2024
MWDOC's Board Authorization	May 15, 2024
Contract Execution	End of May 2024
Agreement Term	July 1, 2024 – June 30, 2029
Final Invoicing Due	End of April 2029

V. Information to Be Submitted

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

- A. EXECUTIVE SUMMARY (1 page maximum):** Summary should briefly describe the intent and goals of the proposal.
- B. SCOPE (4 pages maximum):** A detailed Scope of Work and Methodology that comprehensively defines and describes the proposed approach for conducting the individual Tasks 1 through 4. This Scope of Work, once augmented to meet the needs of the Program, will be used as a basis for contract execution. The Scope of Work shall, at minimum, address the items shown in Section III "Scope of Services." The Consultant should be efficient in its conduct and approach to this project.
- C. SCHEDULE (2 pages or 1 11x17 page folded to fit in Proposal):** Include an anticipated schedule showing team member task hours and the percentage of time each member will contribute to the project. Assurance of the firm's ability to staff and complete all work, considering the firm's current and planned workload and the schedule provided, should also be included. .

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

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

- D. TEAM (2 pages maximum):** Descriptions of specific experience and capabilities of designated project manager and key team members that are directly relevant to the Scope of Work. Key personnel assigned to the project shall not be reassigned without prior MWDOC written approval.
- E. DETAILED BUDGET AND SUPPORTING DOCUMENTATION (2 pages maximum):** The Consultant shall provide a detailed breakdown of the estimated hours that each project team member, including any sub-contractors and outside consultants, will contribute for the individual tasks depicted in the Scope of Work. The Consultant shall also separately identify sub-contractors and costs of all sub-contractors, as well as other direct reimbursable costs to the project such as the Design and/or Maintenance Package development. The detailed supporting information should allow MWDOC to understand how the costs submitted in Attachment C were developed. The costs submitted should reflect all associated costs per Participant site Design Consultation, Maintenance Consultation and all required items for the Design and Maintenance Packages (if applicable).

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

- F. REFERENCES (3 pages maximum):** Description of the project team's past record of performance on similar projects for which your firm has provided services. Include a concise summary of such factors such as control of costs, quality of work, and ability to meet schedules. Include five (5) client references, preferably from Orange County, that may be contacted by MWDOC for similar work conducted by the Consultant's team.
- G. CONFLICT OF INTEREST (1 page maximum):** Provide documentation that personal or organizational conflicts of interest that are prohibited by law do not exist.
- H. CONSULTANT PRICING PROPOSAL (1 page):**
Complete all portions of Attachment C relating to the tasks that are being bid on. Consultants may submit pricing for Task 1 and Task 2 only, Task 3 only, or Tasks 1, 2, and 3. This page is not counted in the overall maximum of 15 pages.
- I. SAMPLES (3-4 pages per sample up to a maximum of 18-24 pages for all samples):**
Samples shall show examples of design styles in the format of the deliverables defined in Task 2 if applying for Tasks 1 and 2. Include the name or description of the design style and any other relevant samples deemed necessary. Please also include before and after pictures. These pages are not counted in the overall maximum of 15 pages.

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

- J. CONTRACT:** A sample copy of MWDOC's professional services agreement is included as Attachment (D) to this Request for Proposals. Please state in your Proposal's Executive Summary your willingness to accept the agreement terms and conditions. If you require any changes, please include them in your Proposal and any proposed modifications to the standard terms and conditions. While MWDOC negotiates such changes with Consultants, MWDOC will consider your proposed modifications during Consultant selection and retains the right to reject any portion of your proposed modifications.
- K. PROPOSAL LENGTH and SIZE:** The letter of transmittal, Executive Summary, Scope, Schedule, Team, project team organization chart, key team member descriptions, representative project experience, and client references for the key team members, and labor hour/cost allocation shall be limited to 15 single-sided 8½ by 11-inch pages with a font size no smaller than 12 (the Schedule may be an 11x17 inch page). Supporting Template samples specific to this project shall not exceed an additional 18-24 single-sided 8½ by 11-inch pages. The total Proposal length shall not exceed 39 pages. To accommodate emailing the Proposal, the overall Proposal file size shall not exceed 20 MB.
- L. METHOD OF DELIVERY:** Proposal must be received by 4:00 p.m., P.S.T., on Friday, March 29, 2024 via email to:

Beth Fahl
Senior Water Use Efficiency Analyst
Municipal Water District of Orange County
bfahl@mwdoc.com

- M. ORDER OF PROPOSAL:** The Proposal should be in the following order:
1. Executive Summary, 1 page
 2. Scope of Work and methodology 4 pages
 3. Schedule 2 pages
 4. Team 2 pages
 5. Detailed Budget and Supporting documents 2 pages
 6. Past record of performance 1 page
 7. References 2 pages
 8. Conflict of Interest (if any) 1 page
 9. Attachment C – Consultant Pricing Proposal
 10. Samples with before and after pictures 15 pages

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

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

VI. Selection Process and Other Instructions/Limitations

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

- Completeness and the ability to organize the Proposal Submittal
- Understanding of and the approach to the work (Scope of Work)
- Quality of the sample design templates to undertake the Scope of Work
- Team and project manager experience in similar projects
- Professional qualifications of the team
- Firm resources and capabilities
- Quality of previous work performed as indicated by samples of design and maintenance plans, and references
- A demonstrated ability to manage and conduct the work within the proposed budget and schedule
- Cost of services (Budget) and efforts proposed to meet the objectives of this work

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

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

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

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

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

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

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

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

Beth Fahl
Senior Water Use Efficiency Analyst
Work = 714-593-5015
bfahl@mwdoc.com

Tina Fann
Water Use Efficiency Analyst
Work = 714-593-5017
tfann@mwdoc.com

Attachments:

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

Attachment A

Sample Participant Questionnaire

(Modifications will be made)

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

1. How far along are you in your landscape redesign?
☐ I would like to remove my turf, but need help figuring out ideas
☐ I have an idea of what I would like to do, but no set plans
☐ I have plans but am open to ideas
☐ I have plans that I would like completed
2. How soon would you like to complete your project?
☐ 30 Days
☐ 60 Days
☐ 90 Days
☐ 6 Months
☐ 1 Year
3. What is your budget?
☐ I plan on completing the project using only funds from the Turf Replacement rebate
☐ I plan on adding an additional \$250 - \$1,000 to the rebate
☐ I plan on adding an additional \$1,000 - \$2,500 to the rebate
☐ I plan on adding an additional \$2,500 - \$5,000 to the rebate
☐ I plan on adding an additional \$5,000 - \$10,000 to my rebate
☐ More than \$10,000
4. Do you plan on hiring a contractor, or do you plan on completing the project yourself?
5. Do you live in an HOA? If not, please skip to Question Number 8.
6. If applicable, what is the name of your HOA? _____
7. If applicable, please provide a copy of your HOA's landscaping guidelines or approved plant list (upload)
8. Who currently maintains your landscape? Please check all that apply.
Gardener
☐ I do or another household member
☐ Combination of gardener and myself
☐ No one
☐ Other _____

9. Who will maintain your new landscape?

- ☐ Current gardener
- ☐ New gardener
- ☐ I do or another household member
- ☐ Combination of gardener and myself
- ☐ No one
- ☐ Not sure, I am open to suggestions
- ☐ Other _____

10. High efficiency irrigation is a requirement of the program, such as drip irrigation and rotating sprinkler nozzles (rebates available). How do you plan to address this?

- ☐ Yes, I am interested in upgrading to a high efficiency irrigation system.
- ☐ I have already upgraded my entire landscape to a high efficiency irrigation system.
- ☐ I have upgraded some of my landscape to a high efficiency irrigation system.
- ☐ I plan to cap or remove any existing irrigation and hand water.

11. Do you need wheelchair or other handicap access?

- ☐ Yes
- ☐ No

12. Do you have any other pedestrian access concerns (i.e. access to trash cans)? Please explain.

13. If you have pets, do they have any specific needs in your landscape (i.e. dog run)? Please explain.

14. Please indicate if there are issues in your landscape. Check all that apply.

- ☐ Security
- ☐ Privacy
- ☐ Noise
- ☐ Allergies
- ☐ Water/drainage
- ☐ Excessive runoff
- ☐ Erosion
- ☐ Grading
- ☐ Slopes
- ☐ Compacted soil
- ☐ Wind
- ☐ Fire hazard
- ☐ Wildland interface
- ☐ Plant pests/diseases
- ☐ Other pests, e.g., rabbits, gophers, deer

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

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

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

17. Which of these features would you like to include in your landscape? Please check all that apply. Remember, projects must include at least one of the following:

Sustainability FEATURES:

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Dry riverbed | <input type="checkbox"/> Rain barrel |
| <input type="checkbox"/> Rain garden | <input type="checkbox"/> Rock garden |
| <input type="checkbox"/> Swales | <input type="checkbox"/> Eligible Tree |
| <input type="checkbox"/> Berms | |

OUTDOOR LIVING:

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

LANDSCAPE FEATURES:

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

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

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

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

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

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

Attachment B

Terms and Conditions for the Turf Replacement Program

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

- Program funding and participation varies by city and water provider. Please visit the Turf Replacement Program Home page to find out if your water provider is offering the program in your area. Rebate amounts may vary by water agency and are subject to change at any time.
- Your Turf Replacement Project will have mandatory Pre- and Post-Inspections. If the Pre and/or Post-Inspections cannot be scheduled and/or completed, your rebate will not be issued. A pre-approval is solely an estimate and does not guarantee a rebate. Rebate amounts are subject to change upon verification or inspection. The final rebate is dependent on the eligible, completed project area measured during the post-inspection and will not exceed the approved pre-inspection square footage.
- All approved participants must complete their project within 90 days from the date of their Letter to Proceed. Projects not completed within 90 days of the Letter to Proceed date may not receive a rebate. Please contact the Turf Replacement Program staff if your project will not be ready for a post inspection within 90 days of the program's Letter to Proceed date.
- Funding is limited. **This offer is available on a first-come, first-served basis to eligible Participants only while funding lasts.** If funding has been exhausted prior to issuing your rebate check, your project will not receive a rebate.
 - Residential sites are eligible for an ***annual (July 1 to June 30) maximum of 5,000 square feet*** of turf replacement.
 - Any property with 4 units or less should apply under the residential program. Any properties with 5 units or more qualify under the commercial program.
 - Commercial sites are eligible for an ***annual (July 1 to June 30), per meter maximum of 50,000 square feet*** of turf replacement.
 - Public sites are eligible for an ***annual (July 1 to June 30), per meter maximum of 200,000 square feet*** of turf replacement.
 - Commercial and public sites may phase their projects across multiple years. MWDOC does not guarantee funding or that the current level of funding will be available in future years. Commercial and Public sites will need to re-apply for all future year phases, and the application date establishes the year in which the current term and funding levels will be assigned. For purposes of this Program, the Program year begins July 1 and ends June 30.

- All local laws, ordinances, etc., must be followed, including requirements to hire contractors that have valid business licenses. All conversions, including historic sites, are subject to the terms of their local agency's landscape ordinance and must comply with all applicable Federal, State, and local laws, as well as applicable CC&Rs and/or HOA restrictions.
- MWDOC, your retail water agency and/or their representative will review photos of your landscape prior to, and after being renovated. MWDOC has the right to use those photos for reproduction or promotional purposes.
- Metropolitan Water District of Southern California (Metropolitan) and/or Municipal Water District of Orange County (MWDOC) reserve the right to verify and perform a second on-site post inspection of any project at any time. This can be before, during, and/or after project completion.
- By participating in the Turf Replacement Program, you authorize the release of your water consumption history from your water provider.
- **Rebates may be subject to federal taxation. A signed IRS W-9 form will be required for rebates of \$600 or more.** The Internal Revenue Service requires program participants receiving \$600 or more in rebates to receive an IRS Form 1099 unless exemptions apply. The entity listed on W-9 form will receive payment and must match other documents submitted with the application in order to issue payment. Municipal Water District of Orange County, Metropolitan Water District of Southern California, and your local retail water agency are not responsible for any taxes, penalties, or interest that may be imposed in connection with your receipt of any rebate.

Project Specific Criteria

- The **Project area** eligible for a rebate is defined as the area with existing turf grass to be removed and where the required program features will be installed. Plants and other elements which are installed outside of the turf grass conversion area will not count towards the program requirements.
- The Project must have a design component to capture rainfall through infiltration, retention, or on-site storage for reuse. This is called the "**Sustainability Feature**" of this Program. Project areas without one of these features will not be paid a rebate. There are 6 Sustainability Features to choose from and the project must have at least one. The chosen Sustainability Feature must be proportional to the project area. It must be able to capture a significant amount of rainwater that falls during an average rain event and retain or redirect rainwater to reduce runoff onto sidewalks and streets. A more detailed description of each can be found on our [Sustainability Features Guide](#). They include:
 - Rain Garden
 - Vegetated Swale
 - Dry Riverbed
 - Rock Garden
 - Berm
 - Rain Barrel or Cistern
 - Eligible Tree

- **A minimum of 250 square feet** of turf must be removed and converted to a new landscape.
 - Projects less than 250 square feet may qualify if the Project will convert all existing turf grass on the property to a living landscape.
- **The irrigation system** in the Project area must be modified or converted to a low flow system such as drip irrigation or high efficiency rotating nozzles. If the irrigation system is not replaced with a low-flow system, it must be properly capped off or removed and hand-watered.
 - Irrigation with different flow rates must run on separate valves. No overhead spray sprinklers are allowed in the completed project. If part of a lawn is converted, the sprinkler system must be properly modified to provide adequate coverage to the remaining lawn without spraying the converted area. Any remaining turf grass adjacent to the project area must be irrigated on a valve separate from the project area's irrigation valve, if applicable.
- Project area must have at least **3 plants per 100 square feet** planted in the ground at the time of your post inspection. **All new plants that will count towards your plant count must be planted where the turf was removed.** Plants need to be planted in the ground, unobstructed by pots. Potted plants will not count towards the minimum plant requirement.
 - To calculate your required plant coverage, divide the square footage of your project by 100 and then multiply that result by 3 and round up. Example: Project area is 890 sq ft. $890/100 = 8.9 \times 3 = 26.7$, round up to 27 plants.
 - If the project area is divided into multiple sections, such as a front yard and a back yard, **each section must meet the plant minimum requirement** based on that section's square footage.
- All exposed soil must be covered with at least a **3" layer of mulch**. Acceptable mulch includes but is not limited to compost, bark, wood chip, decomposed granite, and river rock. Mulch is not required in areas planted with creeping or rooting groundcovers. Only organic mulch is acceptable around the base of plants.
 - The use of any synthetic materials or rubber mulch is not allowed in the project area.
- All plants must have a **3" ring of organic bark mulch** around them unless they are part of a functional rock garden, rain garden, vegetated swale, or dry riverbed. Acceptable forms of organic mulch include shredded bark, bark nuggets or wood chips.
 - Projects within a CalFire designated Very High Fire Severity Zone may use inorganic mulch such as rock or decomposed granite in place of organic mulch.
- The completed project cannot contain any plants that are or appear to be turf or turf-like and must be free of weeds.
- **Invasive plants**, such as Mexican feathergrass, are NOT allowed to be installed in your project area. Please refer to <https://www.cal-ipc.org/plants/profiles/> for a comprehensive list of invasive plants in California.
- Project area **must be permeable** to air and water.
 - Weed barriers must be permeable.

- Project areas covered with concrete, plastic sheeting, structures, or other impermeable surfaces are not eligible for rebate incentives under the Program and will disqualify all or a portion of your project. Some examples of ineligible built structures include raised patios, decks, and walls.
- Project areas covered with pavers, flagstone, or other like materials that are adequately spaced may be installed and are eligible for rebate incentives as long as there is a minimum of **2 inches of spacing between pavers**. Paver dimensions are recommended to be no larger than 2 feet by 2 feet and **must not exceed 3 feet by 3 feet**. Project areas that install pavers and grout and/or mortar in the spaces between the pavers are not considered permeable and will disqualify that area from the Program if installed.
- Project areas converted to swimming pools/Jacuzzis, ponds, fountains, or other water containing fixtures do not qualify.
- **Artificial/Synthetic Turf** is not eligible for a rebate through the Turf Replacement Program and could void your rebate.
- Project area must remain in compliance with all Program conditions for a period of fifteen (15) years. This includes the Sustainability component and quantity of plants components. If this requirement is violated, you may be required to refund all or a portion of the rebate. This requirement to maintain Program conditions is not binding on successor/subsequent owners.
- Rebate amount will not exceed eligible program costs. **Invoices and/or receipts are used to calculate your final rebate.**
 - Invoices must be typed and include:
 - Clearly marked as an "Invoice"
 - The name of the company or contractor providing the service
 - A date when the work was performed, or invoice was issued
 - The customer's address where the work was performed and/or materials delivered
 - A description of the work performed and/or materials delivered
 - Any items that are ineligible for reimbursement must be itemized separately from eligible items
 - A dollar amount for the total invoice cost
 - Receipts must be typed and include:
 - The name of the company providing the materials
 - A date when the transaction occurred
 - A description of the materials purchased
 - Any items that are ineligible for reimbursement must be itemized separately from eligible items
 - A dollar amount for the total receipt charge
- Applicants are welcome to do the work themselves; however, applicant labor will not be eligible for reimbursement. We encourage working with a C-27 License Landscaping Contractor whenever possible.

Tree Incentive Terms and Conditions

Turf Replacement participants may be eligible to receive \$100 per new tree installed as part of a Turf Replacement project. Additional terms apply to qualify for the \$100 Tree Incentive:

- Maximum of 5 trees (\$500) per application per fiscal year.
- Trees must be installed within the Turf Replacement project area in order to qualify. Existing trees are not eligible for the rebate.
- Newly installed trees must meet a minimum size of 15 gallons.
- Trees must be expected to grow at least 15 feet tall and 10 feet wide canopy at maturity. The minimum mature size qualification is waived for edible fruit trees.
- Woody plants such as shrubs, arborescent shrubs not pruned as trees, or plants used to create hedges or other closely planted buffers or thick borders are not eligible. Specimens bred or pruned to maintain an artificially reduced canopy such as topiary, espaliered, pollarded specimens, and small weeping varieties are also not eligible.
- Trees listed on the **Tree Exclusion List** on the program website are not eligible for a rebate. The exclusion list is subject to change at any time.
- Edible fruit trees are not eligible for a rebate in commercial projects.
- Receipts for eligible trees are required. The receipt must include size and species of each tree.
- Rebate amount will not exceed eligible program costs as evidenced by valid receipts and invoices. If the total cost of the Turf Replacement project including trees is less than the maximum potential rebate based on project square footage, then your rebate will amount to the total eligible cost of the project.
- Each new tree installed within the Turf Replacement project area will qualify as three plants to meet the Turf Replacement Program's plant count requirement.
- Trees must be appropriately planted with consideration to other trees, hardscape, powerlines, and any other potential site conditions.
- Program participant is responsible for complying with all applicable laws, ordinances, codes, and regulations as indicated by the City in which the project takes place, including obtaining a permit or waiver for the conversion if applicable.

RELEASE OF CLAIMS AND INDEMNIFICATION

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

This Rebate Application and all of the personal information listed in it is a public record and will be made available to any member of the public who requests it. By signing this Application, Applicant acknowledges that Applicant has no privacy expectation to this information and waives any claim to such.

By participating in the Program and accepting the rebates provided, you thereby release the Municipal Water District of Orange County, the Metropolitan Water District of Southern California, the California Department of Water Resources, the United States Bureau of Reclamation, your retail water agency, or their contractors or agents from any and all claims and causes of action that may arise out of your removal of turf from your property and/or the

purchase, installation, and/or use of water efficient devices in connection with this Program. Any and all claims or causes of action you may have in connection with any defect or failure of performance of any contracted service or installed product or device provided to you for your Project may only be pursued with the contractor you hired or the appropriate manufacturer/distributor.

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

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

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

Attachment C

Consultant Pricing Proposal Sheet (Required)

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

Consultant Pricing Proposal Sheet

Consultant Name: _____

Consultant Contact Information:

Name of Principal _____

Address _____

Phone No. _____

Email: _____

		Costs Below are on an Individual Template and Design Package Basis
Task	Task Description	Costs
1	Design Consultation (2 hours in length) and Reporting (hourly rate).	Per Hour: \$ _____
		Zone(s): _____
2	Completed Design Package and Reporting (flat rate per Design Package)	Per Package: \$ _____
3	Maintenance Consultation (2 hours in length) and Reporting (hourly rate)	Per Hour: \$ _____
	Completed Maintenance Package and Reporting (flat rate per Maintenance Package)	Per Package: \$ _____
		Zone(s): _____

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

Attachment D

STANDARD AGREEMENT FOR CONSULTANT SERVICES

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

I **PURPOSE AND SCOPE OF WORK**

A. Consulting Work

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

B. Independent Contractor

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

CONSULTANT represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and

¹ Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.

Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

C. Changes in Scope of Work

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

II TERM

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days notice as provided herein.

III BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS

A. Budgeted Amount for Services

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

B. Fees

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

C. Notification Clause

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five(5) working days.

Notices shall be made as follows:

Municipal Water District of Orange County
Harvey De La Torre
General Manager
18700 Ward Street, P.O. Box 20895
Fountain Valley, CA 92708

Company Name
Contact Name
Title
Address
City, State Zip
Phone Number

D. Billing and Payment

CONSULTANT's fees shall be billed by the 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.

DISTRICT shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

E. Billing Records

CONSULTANT shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

IV DOCUMENTS

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

V TERMINATION

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

VI **INSURANCE REQUIREMENTS**

CONSULTANT shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

A. Workers' Compensation Insurance

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

CONSULTANT and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT** in accordance with applicable law. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

B. Professional Liability Insurance

CONSULTANT shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

C. Other Insurance

CONSULTANT will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non payment of premium) notice of cancellation to **DISTRICT**. Copies of policies shall be delivered to MWDOC on demand. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its directors, officers, agents, employees, attorneys,

consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein. **CONSULTANT** must furnish MWDOC with endorsements evidencing MWDOC's status as additional insured.

D. Expiration of Coverage

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

VII INDEMNIFICATION

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors and employees and authorized volunteers, and each of them from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **DISTRICT's** choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

CONSULTANT shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized

volunteers with legal counsel reasonably acceptable to **DISTRICT** and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.

CONSULTANT shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

CONSULTANT shall immediately reimburse **DISTRICT** or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

CONSULTANT's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, or its directors, officers, employees, or authorized volunteers.

VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethics Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

IX PERMITS AND LICENSES

CONSULTANT shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

X LABOR AND MATERIALS

CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in **Exhibit "B"**.

XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

A. Confidential Nature of Materials

CONSULTANT understands that all documents, records, reports, data, or other materials (collectively "**MATERIALS**") provided by **DISTRICT** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

B. No Disclosure of Confidential Materials

CONSULTANT shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

C. Protections to Ensure Control Over Materials

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

XII OWNERSHIP OF DOCUMENTS AND DISPLAYS

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT**'s performance hereunder and which are originated and prepared for **DISTRICT** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT**, including but not limited to any copyright interest. In addition, **DISTRICT** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** shall acquire no right or interest in such property.

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

XIII EQUAL OPPORTUNITY

DISTRICT is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT**. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

XIV INTEGRATION OF ALL OTHER AGREEMENTS

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings,

written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

XV ELECTRONIC SIGNATURES

The Uniform Electronic Transactions Act, California Civil Code section 1633.1 et seq., authorizes **PARTIES** to conduct business electronically. In accordance with California Civil Code section 1633.5, **PARTIES** acknowledge, consent and agree that transactions subject to this **AGREEMENT** may be effectuated by electronic means through the use of electronic and/or digital signatures. For purposes of this section, an electronic signature means an electronic symbol or process logically associated with the intent to sign an electronic record pursuant to Civil Code section 1633(h). A digital signature, which is a type of electronic signature, means an electronic identifier, created by a computer, that is intended to have the same force and effect as the use of a manual signature under Government Code 16.5(d). An example of an electronic signature would be a JPG of a manual signature imposed onto this **AGREEMENT**, an example of a digital signature would be the use of DocuSign or similar provider that requires an encrypted key that certifies the authenticity of the signature.

This consent to conduct transactions by electronic means through the use of electronic and/or digital signatures extends to the execution of this **AGREEMENT** or any related contract or other document necessary for the performance of this **AGREEMENT** including, without limitation, any related offers, proposals, bids, amendments, change orders, task orders and notices.

XVI 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.

XVII 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:

CONSULTANT ACCEPTANCE:

Date _____

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

Date _____

Contact Name
Title
Company Name
Address
City, State Zip
Phone Number
Tax I.D. #

Internal Use Only:

Program No. _____

Line Item: _____

Funding Year: _____

Contract Amt.: _____

Purchase Order # _____

EXHIBIT "A"

ETHICS POLICY	§7100-§7110
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§7100 PURPOSE

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

§7101 RESPONSIBILITIES OF BOARD MEMBERS

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

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

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

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

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

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

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act

(Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

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

§7104 GIFTS

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

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

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

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

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

Motion - 1/17/96;

§7105 PERSONS OR COMPANIES REPORTING GIFTS

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

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

§7106 USE OF CONFIDENTIAL INFORMATION

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

§7107 POLITICAL ACTIVITIES

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.

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.

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.

M-12/21/05

EXHIBIT "B"

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

Company: Name: Address: Phone: Tax I.D. #
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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 10th day of the month for the previous month’s activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **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