

**REQUEST FOR QUALIFICATIONS
FOR
ENERGY CONSERVATION AND EFFICIENCY
SERVICES PLAN**



**Proposal Issue Date:
June 30, 2022**

**Proposal Due Date:
July 28, 2022, at 2:00 p.m.**

NOTICE IS HEREBY GIVEN that the Secretary of the MISSION SPRINGS WATER DISTRICT, hereinafter referred to as "MSWD or District", on behalf of and as authorized by the Board of Directors of MSWD, will receive electronic sealed proposals for the **"Energy Conservation and Efficiency Services Plan"** consisting of public works improvements as described below. Proposals will be received via the Project's Portal in Planet Bids up to the hour of **2:00 p.m. (Pacific Time), July 28, 2022**, and then will be evaluated and announced in the Project's Portal. Said proposals will thereafter be referred to the Board of Directors for consideration at a meeting of the Board of Directors.

Copies of the Request for Proposals may be examined and obtained by visiting the District's Project's bid portal on the Planet Bids Website at:

<https://pbsystem.planetbids.com/portal/39653/portal-home>

MSWD is requesting proposals (Proposals) from qualified contractors (Respondents) for Well Rehabilitation Prioritization Plan.

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the Respondent to perform the work or provide the services described in this RFP. The Proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this project.

The successful Respondent will be expected to execute a Professional Services Agreement with MSWD included as Attachment A to this Request for Proposal (RFP) without modification of the terms and shall be required to submit insurance certificates and endorsements.

1. INTRODUCTION

1.1 Mission Springs Water District

MSWD was established in 1953 and was formerly known as Desert Hot Springs County Water District. MSWD's water service area consists of 135 square miles including the City of Desert Hot Springs, 10 smaller communities in Riverside County, and communities in the City of Palm Springs. MSWD's water supply source is 100 percent groundwater produced from MSWD-owned and operated wells. MSWD provides water service to approximately 37,600 people in their water service area. MSWD also provides sewer service to approximately 26,000 people in Desert Hot Springs, Desert Crest Country Club, and Dillon Mobile Home Park.

MSWD offices are located in Desert Hot Springs, California. MSWD water supply and distribution system includes three separate and distinct water supply and distribution systems with the largest of the three systems serving the community of Desert Hot Springs; the surrounding communities of West Garnet (located south of Interstate 10 (I-10) and West of Indian Avenue); and North Palm Springs. The two smaller systems, Palm Springs Crest System and West Palm Springs Village System, are located approximately five miles west of Desert Hot Springs. These two communities are located on the north side of I-10 abutting the Morongo Indian Reservation.

1.2 Project Description

MSWD request proposals from qualified firms capable of designing and implementing energy conservation, energy efficiency, energy generation and other energy related capital improvements services as described in the Request for Qualifications (RFQ). The District expects major reduction in annual utility cost through the implementation of these services. The District intends to select the most qualified provider for the development, implementation, and monitoring of an energy efficiency program. Upon award, the District will enter into a professional services agreement with the most qualified provider for an Investment Grade Audit (IGA), at no cost to the District. Prior to the District entering into a contractual agreement for project implementation, an agreed upon scope of work and project pricing will be prepared for the District's Board of Directors approval at a regularly scheduled public meeting.

2. SCOPE OF SERVICES

2.1 Scope of Work/Deliverables

MSWD is interested in the identification, engineering design, installation, training, maintenance, and financing of approved energy projects for the Alan H. Horton Wastewater Treatment Plant (Horton) from a qualified provider.

Upon selection, the provider shall perform an IGA of Horton, at no cost to the District. The IGA should include the following but not limited to:

- Inventory of all energy consuming equipment
- Energy rates and costs figures for all utilities
- Analysis of at least one year of historical utility billing data
- Identification of the major energy consuming equipment and processes
- Analysis of opportunities for energy efficiency measures and their potential saving and payback periods.
- Identification of suitable retrofits and technology for these measures

The selected respondent will be required to perform a detailed site walk at the identified facility to evaluate the facility infrastructure improvements as part of the Energy Conservation and Efficiency Plan. Specifically, the awarded respondent will evaluate the propose applicable energy conservation measures including but not limited to:

- Wastewater Facility Operations
- Wastewater Pumping Operations, including all pumps, motors, lift stations, and processes.
- Heating, ventilation, and air conditioning (HVAC) system optimization, retrofit, upgrade or replacement (must meet American Rescue Plan Act (ARPA) requirements, HEPA plus Germicidal)
- Interior and exterior lighting retrofit or replacement
- Solar installations and battery energy storage
- Water conservation to include irrigation controls and sanitary restroom upgrades (must meet ARPA Requirements, sanitary touch free fixtures)
- Building Automation System (BAS) installation, upgrades, or expansion leveraging existing technology.

2.2 Correspondence

All correspondence shall be addressed to either Assistant General Manager and/or designated staff, Mission Springs Water District, 66575 Second Street, Desert Hot Springs, CA 92240.

2.3 Project Administration

For all services requested, Contractor shall follow protocol established in this agreement. The Contractor shall then provide a letter proposal for services requested by MSWD (hereinafter referred to as the “Letter Proposal”). The Letter Proposal shall include the following:

- A detailed description of the services to be provided by the Consultant
- A detailed description of the services to be provided by an outside third party
- The estimated cost, including breakdown, to compete the services
- A work schedule including commencement, milestones, project length, and expected completion date

MSWD will evaluate the Letter Proposal to ensure that services and costs proposed are commensurate with the expected level of service as outlined in the RFP. No

services shall be provided until MSWD has provided written acceptance of the Letter Proposal. Once authorized to proceed, Contractor shall diligently perform the duties in the approved Letter Proposal in compliance with the proposed work schedule.

3. SCHEDULE OF EVENTS AND KEY DATES

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this work. Please note the following key dates when preparing your response to this RFP.

Description	Date
RFP Release	June 30, 2022
Deadline for Requests for Clarification	July 15, 2022
RFP'S Due Date	July 28, 2022
Anticipated Final Selection	August/Sept. 2022
Award by Board of Directors	September 2022
Anticipated Execution of Contract	October 2022

4. PROPOSAL REQUIREMENTS

4.1 Proposal Format

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

Proposals shall be submitted electronically through the Planet Bids website. Proposals shall include the following items, organized in the order specified below, and packaged into a single electronic file in ".pdf" format.

- a) Table of Contents
- b) Cover Letter & Executive Summary
Identify Respondent's legal name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, fax number, website address, and email address. Summarize the content of your firm's Proposal in a clear and concise manner.
- c) Personnel
Names and specific qualifications, experience, skill set fit, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project.
- d) Understanding of the Project
A detailed description of the Respondent's approach to the project (see Scope of Services)
- e) References
Provide five (5) references regarding the Respondent's experience and performance performing similar services. Include the following information:

- Organization contact name, phone number, email address
 - (2) Project size and description, if applicable, and description of services
- f) List of Representative Projects
List of representative projects undertaken by Respondent in the last three (3) years demonstrating experience in each category of the project.
- g) Schedule
Provide timeline and schedule for completion of each task in the scope of service
- h) Additional Services
Respondent may provide additional value-added services not included in the scope of services that may benefit the District and the project.

4.2 No Deviations from the RFP

MSWD will not consider any deviation from this RFP. In submitting a Proposal in response to this RFP, Respondent is certifying that it takes no exceptions to this RFP, including but not limited to, the Contract Services Agreement included as Attachment A to this RFP. Respondent is directed to carefully review the proposed Contract Services Agreement, and in particular, the insurance provisions included in section 5.0 of this RFP.

4.3 Submittal Instructions

To be considered, MSWD must receive the Proposal through Planet Bids no later than **2:00 p.m.** local time on **July 28, 2022**.

Proposals must be submitted through Planet Bids for consideration. No other method of submitting Proposals will be accepted. Respondents may not submit bids by fax, email, telephone, or other means. Any Proposals received through any means other than Planet Bids will be returned unopened.

Respondents are solely responsible for the “on time” submission of their electronic Proposal. MSWD will only consider Proposals that have transmitted successfully and have been issued a confirmation number with a time stamped from Planet Bids indicating that the Proposal was submitted successfully. Transmission of Proposals by any other means will not be accepted. Respondents shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Respondent to successfully submit an electronic Proposal shall be the Respondent’s sole risk and no relief will be given for late and/or improperly submitted Proposals.

5. INSURANCE REQUIREMENTS

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

The successful Respondent shall submit all required proof of insurance per the following MSWD insurance requirements **PRIOR** to issuance of a Notice to Proceed.

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the District. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self- insurance programs maintained by the District.

- **Comprehensive Commercial General Liability.** Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of \$2,000,000 per occurrence and \$4,000,000 aggregate with an insurance carrier acceptable to the District and name the District as additional insured.
- **Commercial Automobile Liability Insurance.** Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000, combined single limit for bodily injury liability and property damage liability and name the District as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non- ownership vehicles.
- **Workers' Compensation and Employer's Liability Insurance.** If applicable, the Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the District. Contractor and any sub-consultants or subcontractors shall comply fully with the California Workers' Compensation Law.
- **Professional Liability Insurance.** If applicable, the Consultant shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of \$1,000,000 per claims made and \$2,000,000 aggregate with an insurance carrier accepted to the District.
- The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the District.
 - The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date, and its termination date.
 - Certificates of insurance shall clearly evidence coverage required above.

- Certificates of insurance shall be submitted by the broker directly to Mission Springs Water District via e-mail to the contract manager assigned. The insurer will notify the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The District reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

6. REQUESTS FOR CLARIFICATIONS

All questions and requests for interpretations or clarifications, either administrative or technical must be submitted in writing to MSWD through Planet Bids by selecting the Q&A Tab. Questions sent directly to MSWD staff **will not be addressed** and you will be directed to submit your questions online. All questions properly submitted will be answered in writing through Planet Bids. Verbal statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received through Planet Bids by 5:00 p.m. local time on June 09, 2022.

7. EVALUATION PROCESS

7.1 Evaluation Criteria

Proposals that meet the submittal requirements will be evaluated by MSWD based on the following criteria (in no particular order):

- a) Cover Letter and Company Profile..... (30%)
- b) Execution Plan (30%)
- c) Personnel Assigned (5%)
- d) Expected Annual Saving for the District (25%)
- e) References (Past Projects) (10%)

At the conclusion of the Proposal solicitation period, MSWD will review each submission, and then rank the Proposals according to the evaluation criteria. Upon determination of the highest ranked firm, MSWD will endeavor to negotiate a mutually agreeable scope of services and fee with the selected firm. In the event that MSWD is unable to reach an agreement, MSWD will proceed, at its sole discretion, to negotiate with the next firm selected by MSWD.

Respondents should note that the lowest billing schedule and hourly rate is not the sole determining factor in the final selection.

7.2 Interviews

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

7.3 Award of Contract

If awarded, the contract will be awarded to the firm selected on the basis of information provided in the Proposal, the results of MSWD's research and investigation, and if conducted, oral interviews. The shortlist of Respondents selected for interviews will be made on the basis of the criteria set forth in Section 7.1 of this RFP.

MSWD reserves the right to reject all proposals and to contract for services in the manner that most benefits MSWD, including awarding more than one contract if desired.

Any Respondent awarded a contract shall execute the Agreement, included as Attachment A to this RFP, without exception.

8. GENERAL PROVISIONS

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

8.1 Amendments to RFP

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

8.2 No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit MSWD to award a contract. MSWD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFP. The award of contract, if made, will be within ninety (90) calendar days from the date of the bid opening. Bidders shall agree that the Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the date of the bid opening. MSWD hereby reserves the right to reject any and all proposals and to award the contract to the highest qualified bidder.

8.3 Amendments to Proposals

No amendment, addendum, or modification will be accepted after the deadline state herein for receiving Proposals. Respondent may modify or amend its proposal only if MSWD received the amendment prior to the deadline stated herein for receiving proposals.

8.4 Non-Responsive Proposals

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

8.5 Late Proposals

MSWD will not be responsible for delinquent proposals, technical difficulties with Planet Bids, and/or respondent's inability to submit the proposal before the closing date and time through Planet Bids.

8.6 Costs for Preparing

MSWD will not compensate any respondent for the cost of preparing any proposal, and all materials submitted with the proposal shall become the property of MSWD. MSWD will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

8.7 Public Documents

All proposals and all evaluation and/or scoring sheet shall be available for public inspection at the conclusion of the selection process.

8.8 No Exceptions

Submission of a proposal constitutes acceptance by respondent of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract Services Agreement between MSWD and the respondent selected.

8.9 Withdrawal

Respondent's authorized representative may withdraw its proposal only by written request received by the District before the submittal deadline.

8.10 Contractor Registration

All contractors and subcontractors submitting or included in bids for the project shall be registered and in good standing with the California Department of Industrial Relations (DIR) in accordance with the requirements of California SB-854.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

8.11 President's Executive Order

Bidders on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Labor Code 1410 et. seq., California Labor Code 1777.6, and implementary regulations concerning equal opportunity for Apprentices.

8.12 Labor Compliance

This project is subject to the requirements of California Labor Code Section 1770 et seq. requiring the payment of prevailing wages, requiring the training of apprentices, and compliance with other applicable requirements. In accordance with provisions of

Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

In accordance with SB854, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In addition, pursuant to the project's Proposition 84 grant requirements, the District has instituted a Labor Compliance Program (LCP) and all contractors who perform work on projects covered by the LCP with this awarding body will be subject to the terms of that LCP. As a condition to receiving progress payments, final payment, and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the District, along with its request for payment, all applicable and necessary Certified Payrolls Records (CPRs) and other required documents for the time period covering such payment request. The District shall withhold any portion of a payment, including the entire payment amount, until CPR forms and other required LCP documents are properly submitted. In the event that CPR forms do not comply with the requirements of Labor Code Section 1776 et seq., or wage violations are identified by the LCP, the District may continue to hold sufficient funds to cover estimated wages and penalties under the contract. Pursuant to SB854 all public works contractors and subcontractors shall furnish certified payroll records and electronic CPRs directly to the Labor Commissioner and MSWD. The contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the DIR's online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.

ATTACHMENT A

**Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: _____ DATE: _____

PROJECT DIR#: _____

TITLE: _____

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Scope of Work and in accordance with Exhibit B – Proposal and Rate Schedule provided by **CONTRACTOR, and per Exhibit C – Term, Early Termination & Notice**

Contract price \$: Not to Exceed \$ _____

Term: _____

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted: _____ Consultant: _____
Mission Springs Water District **BUSINESS NAME**
(Business Name)

By: _____ By: _____

Arden Wallum
Title **General Manager** Title _____

Other authorized representative(s): _____ Other authorized representative(s): _____

Supervisor's Name
Title

Consultant agrees with the Mission Springs Water District that:

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from 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 work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. 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 professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limit – The consultant shall maintain limits no less than the following

1. General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).

2. Auto liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.
3. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later edition is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states, "as required by written contract."
 - The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
 - Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- : VII, or equivalent, or as otherwise approved by Mission Springs Water District.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
 - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
 - g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
 - h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
 - i. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.
 - j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.
 - k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.
- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- t. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or

prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

- v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- cc. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.
- dd. This work is subject to the State of California "Prevailing Wage Rates". This work is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work.

Pursuant to SB 854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish electronic certified payroll records directly to the Labor Commissioner using the California Division of Labor Standards Enforcement's online portal.