



Beaumont-Cherry Valley Water District

Phone: (951) 845-9581 Fax: (951) 845-0159

Email: info@bcvwd.org

<http://www.bcvwd.org>

Board of Directors

David Hoffman
Division 5

John Covington
Division 4

Daniel Slawson
Division 3

Lona Williams
Division 2

Andy Ramirez
Division 1

October 25, 2018

Subject: Request for Proposal for Public Relations and Community Outreach Consulting Services

To Whom It May Concern:

The Beaumont-Cherry Valley Water District (District) is requesting proposals from qualified consultants to provide Public Relations and Community Outreach Consulting Services. The selected consultant shall perform the tasks specified in the "Scope of Work" section of the Request for Proposal (RFP). The consultant is encouraged to submit suggested additions or modifications of funding sources to the scope that will enhance or clarify the proposed services. The suggestions should be incorporated into the proposal. The District is seeking to enter into a Professional Services Agreement with the selected consultant to provide the services described in this Request for Proposal.

These proposals will be used to select the project consultant in conjunction with review of the consultant's ability to meet the District's schedule. The Consultant shall include as part of the proposal a separate fee envelope for the cost of services related to preparation of the Public Relations and Community Outreach Consulting Services.

Proposal must be received by **4:00 P.M. November 21, 2018**

Proposal Submittal Requirements are as follows:

1. Submit proposal for Public Relations and Community Outreach Consulting Services: One (1) original unbound copy, and five (5) bound copies in a sealed envelope marked – **Proposal for BCVWD Public Relations and Community Outreach Consulting**; and one (1) digital copy in PDF format to the address below.
2. Submit not to Exceed Cost Estimate for Public Relations and Community Outreach Consulting Services: One (1) original unbound copy, and five (5) bound copies in a sealed envelope separate from the Technical Proposal marked – **Cost Proposal for BCVWD Public Relations and Community Outreach Consulting**; and one (1) digital copy in PDF format to the following:



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Beaumont-Cherry Valley Water District

Attn: Yolanda Rodriguez

560 Magnolia Avenue

Beaumont, California 92223

yolanda.rodriquez@bcvwd.org

Please see the RFP for more submission details and contact the Director of Finance and Administrative Services, Yolanda Rodriguez, with any questions via telephone or email at yolanda.rodriquez@bcvwd.org.

Work required is described in the attached Request for Proposal and shall be completed in accordance with the requirements set forth in the attached example of the District's Professional Service Agreement.

The District has provided PDF copies of the following information on the Beaumont-Cherry Valley Water Districts website at bcvwd.org.

- District's Professional Service Agreement (example); Prospective Consultants must comply with and agree to all work generally as described hereafter and as set forth by the District's attached Request for Proposal.

Prospective Consultants must comply with and agree to all instructions and requirements in this Notice:

- A. All proposals submitted must include the prescribed Scope of Work and associated completion schedule for all tasks set forth for the Public Relations and Community Outreach Consulting Services. The District reserves the right to modify the Scope of Work through the addition or deletion of individual line items during the course of work.
- B. The successful Consultant shall execute a Professional Service Agreement within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of the Notice of Award.
- D. The successful Consultant shall furnish insurance in accordance with the Professional Service Agreement before execution of the Contract Agreement.
- E. The Consultant shall start the Work within ten (10) days after the date of the Notice to Proceed.



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Sincerely,

Yolanda Rodriguez, MPA
Director of Finance and Administrative Services

Attachments:

1. Request for Proposal for Public Relations and Community Outreach Consulting Services.
2. Professional Service Agreement Example



**BEAUMONT-CHERRY VALLEY WATER DISTRICT
REQUEST FOR PROPOSALS
FOR
PUBLIC RELATIONS AND COMMUNITY OUTREACH
SERVICES**

**Beaumont-Cherry Valley Water District
560 Magnolia Ave
Beaumont, California 92223
(951) 845-9581**

**RFP Posting Date
October 25, 2018**

**RFP Due Date
November 21, 2018
At 4:00 P.M.**

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Attachments

Exhibit A: Beaumont-Cherry Valley Water District Professional Services Agreement

I. INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION

Beaumont-Cherry Valley Water District (District or BCVWD) invites qualified firms/consultants to submit proposals for public relations and community outreach services from qualified firms (Proposers) to assist with the preparation of various marketing products and community outreach services such as press releases, brochures, illustrations, videos and informational documents as described in the Scope of Work.

B. BACKGROUND

The Beaumont-Cherry Valley Water District (District) was formed in 1919 as the Beaumont Irrigation District under California Irrigation District Law, Water Code Section §20500 et seq. The name was changed to the Beaumont-Cherry Valley Water District in 1973. Beaumont-Cherry Valley Water District is a California Special District that provides potable and non-potable water service within its 28 square mile service area.

The District is located in the foothills of the San Bernardino Mountains, approximately 75 miles east of Los Angeles along interstate 10. With a service area encompassing approximately 28 square miles, the District provides potable water and non-potable water service to over 48,000 residents within the City of Beaumont and the unincorporated Community of Cherry Valley, in Riverside and San Bernardino Counties in Southern California.

The District is governed by a five-member Board of Directors elected at-large to four year terms by BCVWD's constituents. The General Manager administers the day-to-day operations of the District in accordance with policies and procedures established by the Board of Directors.

C. OVERVIEW OF CURRENT COMMUNICATIONS METHODS

The District uses a variety of tools and methods to communicate with its constituents. These tools include printed publications, websites, and social media platforms. The following locations are maintained by the District's Information Technology Department:

Website - <https://bcvwd.org>

Twitter - <https://twitter.com/bcvwd92223>

YouTube - <https://www.youtube.com/channel/UC8w8BHEVEPxSWGXNn-jA-AA>

Several tools are utilized to monitor the traffic on the Districts website and social media platforms. These include, but are not limited to, Google Analytics, tracking cookies, and IP address logging.

D. PROJECT SUMMARY AND DESIRED QUALIFICATIONS

The District seeks a professional public relations/marketing/consulting firm with experience

creating a unique brand/identity, memorable message development and effective communication through multiple media formats to broad and diverse audiences to provide public relations and community outreach services.

Proposals will be accepted from firms that demonstrate competence and experience in all areas of expertise required by the scope of services, including but not limited to: community outreach, social media management, brand/identity creation, public relations, message development and delivery, event communication and prioritizing multi-phased communication campaigns.

Firms should also demonstrate competence in graphic and oral communication to large and diverse groups and expertise in facilitating consensus from multiple public and private interests. Finally, the selected firm must be able to demonstrate the ability to coordinate, deliver and manage the District's message to the news media, Internet and social media. Of particular importance is the ability to develop a PR/Community Outreach Campaign to increase positive perceptions of the District.

E. TENTATIVE TIME SCHEDULE

October 25, 2018	Initial distribution of RFP package
November 1, 2018	Deadline for submission of questions
November 8, 2018	Estimated District response to questions
November 21, 2018	Proposal closing date and time of 4:00 P.M. PT
November 28, 2018	Conduct finalist interviews
December 12, 2018	Anticipated date for approval/award by Board of Directors

F. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

Inquiries and questions concerning the contract terms and conditions contained within this Request for Proposal must be received in writing by 4:00 p.m. on November 1, 2018 to yolanda.rodriquez@bcvwd.org or the address below:

Beaumont-Cherry Valley Water District
Yolanda Rodriguez, MPA
Director of Finance and Administrative Services
560 Magnolia Ave
Beaumont, CA 92223
(951) 845-9581 Ext. 224

To ensure that written requests are received and answered in a timely manner, email correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used. Proposers shall not contact other District personnel with any questions or clarifications concerning this RFP.

1. Closing Date: All proposals must be received by 4:00 p.m. local time on Wednesday, November 21, 2018.
2. Proposals: Please submit one (1) original unbound copy clearly marked as "original" on the outside cover and contain an original signature, and five (5) bound copies in a sealed envelope marked – **Technical Proposal for BCVWD Public Relations and**

Community Outreach Services, and one (1) digital copy in PDF format to the address below.

3. Not to Exceed Cost Estimate: Please submit one (1) original unbound copy, and five (5) copies in a sealed envelope separate from the Technical Proposal marked **Cost Proposal for BCVWD Public Relations and Community Outreach** and one (1) digital copy in PDF format to the address below:

Beaumont-Cherry Valley Water District
Attn: Yolanda Rodriguez, Director of Finance & Administrative Services
560 Magnolia Ave
Beaumont, CA 92223

4. Proposals must be valid for a period of 120 calendar days from the Closing Date and Time for Receipt of Proposals. No Proposal may be withdrawn after the submission date.
5. All Proposals shall be submitted on standard 8.5 x 11 inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II. ***It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein.*** All responses to this RFP shall be word processed (except where otherwise provided or noted), concise, straightforward and must fully address each requirement and question. Although not a substitute for complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.
6. Information in Proposals shall become public property and subject to disclosure laws. All Proposals shall become the property of the District. The District reserves the right to make use of any information or ideas in the Proposals.
7. By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under the RFP and that it is capable of providing and performing quality work to achieve the District's objectives.
8. The District shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their Proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer and include:
 - a. preparing its Proposal in response to this RFP;
 - b. submitting the Proposal to the District;
 - c. negotiating with the District any matter related to the Proposer's Proposal; and
 - d. any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the Agreement.
9. Each Proposer must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the Proposal. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the District's consideration.

10. After the Closing Date and Time for Receipt of Proposals, evaluation and proposal clarification will commence. No proposals received after the closing date and time will be considered.
11. Proposers judged most responsive to the District's requirements may be asked to give a presentation of their Proposal including on-site demonstration to the District staff. Selected Proposers should be prepared to make their presentation within five calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposal. No Proposer shall be allowed to alter or amend its Proposal through the use of the presentation process.
12. In the event the District deems it necessary to clarify or make any changes to this RFP, these changes shall be made in the form of a written addendum authorized and issued only by the District.
13. The District reserves the right to negotiate modifications with any Proposer as necessary to serve the best interest of the District. Any Proposal may be rejected if it is conditional, incomplete or deviates from specifications in this request. The District reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties, which the District deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance.
14. Proposers shall describe their approach to the Scope of Work and indicate itemized costs in separate attachments.
15. The District reserves the right to:
 - a. Negotiate the final Agreement with any Proposer(s) as necessary to serve the best interest of the District;
 - b. Withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract will be awarded to any Proposer responding to this RFP; or
 - c. Award its total requirement to one Proposer or to apportion those requirements among two or more Proposers as the District may deem to be in its best interest.

In addition, negotiations may or may not be conducted with Proposers; therefore, the Proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

16. A Professional Services Agreement will be proposed for execution. The District's standard Professional Services Agreement is attached (Exhibit A). It may be modified to incorporate other pertinent Articles/Terms and Conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of negotiations, if any, conducted with the Proposer. The Proposer's exceptions to the terms and conditions of the proposed agreement, or the Proposer's inability to comply with any of the provisions of the proposed agreement, are to be declared in the Proposal.

II. PROPOSAL RESPONSE REQUIREMENTS

A. RESPONSE ITEMS

Five (5) copies of the proposal should be submitted in a binder format. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Do not include any irrelevant or marketing information.

Responses must provide the information listed below. The information should be provided in order it is requested and include the section and sub-sections number(s) and statement/question in your response. Describe alternate approaches to the requested services where feasible or additional services offered or recommended which may not be specifically requested but could be of benefit to the District.

1. Cover Letter

- i. All Proposals must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. **An unsigned Proposal submission is grounds for rejection.**

2. Firm and Staff Profile

- i. Describe the firm's approach to the project. The proposal should set forth a detailed work plan for completing tasks including a tentative schedule with milestones and product deliverables.
- ii. Provide a description and samples of your firm's prior experience and qualifications in providing advertising, marketing, media, and communication services to municipalities, special districts and/or other governmental entities.
- iii. Identify the proposed Project Manager and key project team members and responsibilities. Provide a brief resume for each person outlining their credentials and experience. Provide base operations of each team member and indicate what, if any, subcontractors are routinely used as part of your operations. In the event of proposed staff changes, the District will require that replacement staff meet the same level of qualifications and equivalent rates as the staff submitted. The Beaumont-Cherry Valley Water District reserves the right to approve or reject replacements.
- iv. A minimum of three references from agencies to whom the firm/individual has provided services comparable to the services identified and described in this RFP.

3. Project Understanding

- i. Provide your general understanding of the District's media and communication

needs. Identify any potential challenges or special concerns that may be encountered in performing the scope of services.

4. Other Supporting Information

- i. Include any other information you feel to be relevant to the selection of your firm or the makeup of the project team.

B. CERTIFICATE OF INSURANCE

The Proposer will be required to maintain insurance coverage throughout the course of the Professional Services Agreement, and shall provide BCVWD with evidence of said coverage as set forth in the Professional Services Agreement. The requirement is subject to change and modification pursuant to review by the District's Legal Counsel. Please review contract language and insurance requirements prior to submitting proposal and note any proposed exceptions to the Agreement tenets in your proposal. The District's Professional Services Agreement is attached. (Exhibit A).

C. VALIDITY OF PROPOSAL

The Proposer shall state the length of time for which the submitted Proposal shall remain valid. The District requires a period of at least 120 calendar days.

D. CERTIFICATION OF UNDERSTANDING

The District assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP unless:

1. Such understanding or representations are expressly stated in the agreement; and
2. The Agreement expressly provides that the responsibility therefore is assumed by the District. Representations made, but not so expressly stated and for which liability is not expressly assumed by the District in the Agreement, shall be deemed only for the information of the Proposer.

E. STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer shall state whether it, or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so, explain the circumstances.

F. RESOURCES TO BE PROVIDED BY THE DISTRICT

The Proposer must list any resources, District assistance, or other items expected to be provided by the District.

G. FEE PROPOSAL

Proposals shall include a description of the types of services to be provided, the total cost for the project, including fees, reimbursable and estimated number of hours, and hourly billing rate to be spent on each major task.

Once the contract has been awarded, a proposer will not be permitted to charge the District for any service performed pursuant to the terms and conditions of the contract that is not clearly identified in terms of cost and detail within the proposer's proposal to the District. The only exceptions to this limitation will be if the District specifically requests an additional service that is not identified in the RFP or in the proposer's proposal and the parties amend the contract.

Proposers are encouraged to propose alternatives to the listed requirements that will reduce cost and enhance service. The District will evaluate these alternatives on an individual basis.

Alternative services should be listed separately. All services listed must be priced, even though an alternative service has been proposed.

III. CONTRACT TERMS

The successful firm will enter into a Professional Services Agreement with the District for an initial term of one (1) year (December 2018 through December 2019). After the initial term, the District may grant up to three (3) one-year extensions based upon mutual consent and in accordance with approved budgets and specific task approvals by the Board of Directors.

IV. SCOPE OF WORK

A. NATURE OF SERVICES REQUIRED

The District is seeking a cost effective approach for community outreach and communication with its customers. The following shall act only as a general preliminary Scope of Services to generally communicate the District's expectations. Firms should identify any additional services required to meet District's expectations, price them, and explain them in their response. It is at the District's discretion which services will be required.

Account Management

- Execute a weekly strategy discussion with designated District contact(s) by phone.
- Monitor local and national publications and online alerts for stories about Beaumont/Cherry Valley area.
- Provide Spanish and other language translation services for targeted communication pieces.
- Develop and manage a 12-month calendar for District communications and a related plan for executing on that plan.
- Provide leadership and direction for the implementation and maintenance of a Beaumont-Cherry Valley Water District strategic communication plan that keeps the public and the workforce highly informed, engages the public in local government, and manages media relations.
- Champion, manage, and monitor the use of all forms of communication including social media

platforms, the district's media channels, print materials, and other communication methods that are available or might become available in the future.

- Provide recommendations and/or strategies as deemed appropriate to enhance the District's image, messaging and brand identity.
- Provide crisis communication counsel as necessary.
- Concept development, including quality graphic design.
- Develop original copy (text), copywriting and editing. This may also include Spanish and other languages marketing collateral.

Community Outreach

- Develop a monthly digital news platform to educate and advise subscribers on District's issues, meetings, events, programs, services and/or projects on a monthly basis.
- Work with District partners and influencers to gather news about Beaumont-Cherry Valley Water District for distribution via social media, e-news platform or District website.
- Develop news releases, media advisories, articles, website content and fact sheet for District events, initiatives, projects, and services.
- Community outreach to involve public engagement and facilitation of the Proposition 218 process for setting water rates and fees, water quality reporting, graphic design, and media production.
- Examine existing and upcoming programs and initiatives of the District and develop strategies for promoting these efforts to the community.

Public Relations

- Enhance the District's public media outlets; to include, providing strategic support for communication projects, initiatives, and campaigns designed to advance the District's vision, mission, image and branding.
- Develop public relations strategies to raise public and community awareness of District's upcoming Centennial Celebration in 2019.
- Create messaging to drive interaction and build excitement through sharing relevant content and providing opportunities to interact with the programs/services. Draft and edit news releases, media advisories, informational matter and distributing to designated media outlets upon direction and approval by the District's General Manager or designee.
- Develop public relations strategies to raise public and community awareness of District's matters upon direction and approval by the District's General Manager and Board of Directors.
- Develop a communication strategy, electronic material, and mailing notices in compliance of Proposition 218 based on draft rate adjustments provided by the District.
- Develop a series of new customer on-boarding engagement email messages and content about the District services, meetings, and service options.
- Develop strategies for countering misinformation and misconceptions.
- Tracking and responding to stories, events, crisis, in the media that may benefit the District from a response on behalf of the District, upon direction and approval by the District's General Manager or designee.

Social Media

- Work with District's IT Department to develop a concrete email marketing and geo-targeting strategy using tools like: YouTube and Twitter.
- Provide District staff with guidance on email marketing best practices and emails as a key

source for social media content. Identify appropriate imagery to use, where possible to aid the work impact and reach of social media posts.

- Build messaging that can be used in various channels including social media and paid traditional media to geo-target key audiences through timely/relevant channels to drive awareness, create an emotional connection and educate on key actions, and drive traffic to the website.

Multi-Media

- Produce 1 - 3 monthly videos in Spanish and English that, in 30 seconds to a minute, address community water issues, public information explanation or event promotion. Assist District Staff in adding videos to its social media channels.

B. PROPOSED COST

Provide the total cost for the project, including fees, reimbursables, and number of hours estimated to be spent on each major work task. Beaumont-Cherry Valley Water District shall not, in any event be liable for any pre-contractual expenses incurred by respondents in preparation of the proposals, and respondents shall not include any such expenses as part of their proposal. Beaumont-Cherry Valley Water District shall also not be responsible for any associated fees with regard to insurance, licenses, or taxes.

V. PROPOSAL EVALUATION CRITERIA

Proposals that meet the requirements specified in this RFP will be evaluated based on the following criteria:

1. Cost-effectiveness and a demonstrated effort to be cost-conscious.
2. Proposal price.
3. Step by step approach to the engagement and detailed schedule for completion.
4. Completeness and responsiveness of the proposal submitted.
5. Experience as related to media relations, marketing and social media management.
6. Documented prior experience in handling project(s) of similar size and scope.
7. Demonstrated ability to meet deadlines.
8. Business integrity and reputation in the industry relevant to scope of services.
9. Proven prior experience, as confirmed by references.
10. Proven skill and reputation, including timeliness and demonstrable results, as confirmed by references.
11. Meets qualifications set forth in this RFP.
12. The proposal deemed most advantageous to the Beaumont-Cherry Valley Water District will be awarded the contract (even though it may not be the proposal with the lowest proposed fee). The District reserves the right to select portions of the proposal based on the fee quoted and the District's need for each major task.

Exhibit A

DISTRICT'S PROFESSIONAL SERVICES AGREEMENT

A **sample** of the District's Professional Services Agreement is provided for review (attached). Submission of a Proposal is the Contractor's willingness to accept the terms of the agreement.

Please specifically identify each and every term of the agreement that your firm/consultant is unwilling to accept and the reason therefore.

EXHIBIT "A"

**AGREEMENT BETWEEN
BEAUMONT-CHERRY VALLEY WATER DISTRICT
AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This Agreement made and entered into this _____ day of _____, 2018, by and between **BEAUMONT-CHERRY VALLEY WATER DISTRICT**, a California Irrigation (Special) District, hereinafter referred to as DISTRICT, and **(Consultant)**, hereinafter referred to as CONSULTANT.

DISTRICT:

Beaumont-Cherry Valley Water District
P.O. Box 2037
560 Magnolia Avenue
Beaumont, CA 92223

Fax: (951) 845 0159

Attention: Dan Jagers, General Manager

CONSULTANT:

Fax _____

Attention: _____

Witnesseth that in consideration of the mutual promises as hereinafter contained, the parties do mutually agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall furnish all labor, materials, equipment, and supplies and shall perform all work necessary or incidental to performing project services for DISTRICT. The services are generally described as Public Relations and Community Outreach Consulting Services, as described in the RFP: "CONSULTANT Services and Fees". Such services shall be performed by CONSULTANT as an independent contractor.

2. GENERAL CONDITIONS

This Agreement contains the entire Agreement between DISTRICT and CONSULTANT relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both DISTRICT and CONSULTANT.

DISTRICT and CONSULTANT agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both DISTRICT and CONSULTANT shall endeavor to maintain good working relationships among members of the project team.

3. TERM OF AGREEMENT

The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until terminated as provided herein. CONSULTANT recognizes that the services required by the DISTRICT are dependent upon the timely performance of CONSULTANT's services. Specific periods of time for rendering services or specific dates by which services are to be completed are outlined in "CONSULTANT Services and Fees", Attachment I.

4. COMPENSATION

CONSULTANT shall be compensated for services performed under this Agreement in accordance with "CONSULTANT Services and Fees", included in the Request For Proposal. Payment for services shall be computed upon the basis of the actual services provided. The amounts in Attachment I shall not be exceeded without DISTRICT's prior written authorization.

5. INVOICING AND PAYMENT

CONSULTANT shall invoice DISTRICT for services performed and DISTRICT will pay CONSULTANT within sixty (60) days of receipt of invoice.

6. OWNERSHIP OF PRODUCT

CONSULTANT agrees that all data and information generated in the performance of this Agreement and data and information which are specified to be delivered or which are, in fact, delivered pursuant to this Agreement shall be and remain the sole property of DISTRICT.

CONSULTANT shall deliver all data and information to DISTRICT upon request and in any event upon the completion of all services hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Agreement, said documents shall be delivered to DISTRICT without additional cost to DISTRICT.

7. STANDARDS AND LIABILITY

The services provided by CONSULTANT under this Agreement, including findings, recommendations, and professional advice, shall be based on practices and procedures customary in CONSULTANT'S profession. CONSULTANT asserts that it will employ the current standard of care in performing its services.

8. SUBCONTRACTING

Performance of this Agreement may not be subcontracted in whole or in part without the prior written consent of DISTRICT.

9. SUCCESSORS AND ASSIGNS

This Agreement is to be binding on the heirs, successors, and assignees of the parties hereto, but is not to be assigned by either party without first obtaining the written consent of the other party hereto.

10. CHANGES

DISTRICT, within the general scope of this Agreement may, at any time, by written notice to CONSULTANT, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, an equitable adjustment in fee and/or term will be made, provided any claim for such an adjustment is made within thirty (30) days of the receipt of said written notice.

11. TERMINATION

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party in fulfilling its obligations under this Agreement, through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) at least fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, itemizing the reasons therefor, and (2) an opportunity to consult with the terminating party prior to termination to establish a reasonable period to fulfill its obligations.

If during the term of this Agreement, DISTRICT determines that the CONSULTANT is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONSULTANT in writing of such defect or failure to perform, giving CONSULTANT a fourteen (14) day notice thereafter in which to perform said specified services or cure specified deficiencies. If CONSULTANT has not performed specified services or cured specified deficiencies within the time specified, such shall constitute a breach of this Agreement, and DISTRICT may, by written notice to CONSULTANT, terminate immediately this Agreement. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this Agreement. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received DISTRICT's notice of termination, less any amounts for damages to DISTRICT from such breach. In no event, however, shall CONSULTANT be entitled to receive in excess of the total compensation set forth in Attachment I.

12. INDEPENDENCE OF DISTRICT

CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as an independent contractor and shall be responsible for the means and methods used in performing services under this Agreement.

13. LEGAL REQUIREMENTS

CONSULTANT shall secure all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to its services hereunder.

14. LAWS AND VENUE

This agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

15. INSURANCE

CONSULTANT agrees and shall submit evidence to DISTRICT before beginning services under this Agreement that CONSULTANT has procured and shall maintain Comprehensive General Liability, Comprehensive Automobile Liability, and Professional Liability insurance coverage, with limits at or above those described below; Workers' Compensation and Employer's Liability insurance will be procured and maintained as required by the laws of the State of California. Any insurance on a "claims made" basis shall be maintained for at least three (3) years after completion of the services.

Prior to commencement of services, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing required insurance coverages. Such certificates shall be issued by insurance carrier(s) acceptable to DISTRICT and shall be endorsed to include: (1) DISTRICT as additional insured on the Comprehensive General Liability Policy; (2) waiver of subrogation against DISTRICT on the Workers Compensation Policy; and (3) thirty (30) days prior written notice of cancellation or material change in any of the coverages.

MINIMUM REQUIRED INSURANCE

- | | |
|--|--|
| 1. Workers Compensation | - Statutory |
| Employer's Liability | - \$1,000,000 each accident
- \$1,000,000 each employee
- \$1,000,000 policy limit |
| 2. Comprehensive General & Contractual Liability | |
| Bodily Injury | } - \$1,000,000 per occurrence
- \$1,000,000 in the aggregate |
| Property Damage | |
| Personal Injury, with employment exclusion deleted | - \$1,000,000 in the aggregate |

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written.

ATTEST:

Dated: _____ By: _____
_____, Board President

Consultant:

Dated: _____ By: _____

Printed Name and Title: _____

BEAUMONT-CHERRY VALLEY

WATER DISTRICT

By:

Dan Jagers
General Manager