

**Beaumont-Cherry Valley Water District**  
**Request for Proposals**  
**For**  
**Professional Audit Services**



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

RFP Posting Date  
October 27, 2022

RFP Due Date  
November 23, 2022  
At 3:00 p.m.

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REQUEST FOR PROPOSALS  
PROFESSIONAL AUDITING SERVICES  
October 27, 2022

**I. INTRODUCTION:**

A. Purpose

The Beaumont-Cherry Valley Water District (the District) is requesting proposals from qualified Certified Public Accounting firms (herein “auditor”) to perform an audit and issue opinions on the District’s financial statements for three (3) years beginning with the calendar year ending December 31, 2022, with the option of extending the contract for two (2) additional one-year periods, at the District’s sole discretion. The agreement may be terminated if the District determines the audit services to be unsatisfactory.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et. seq.) unless exempt. Additionally, the District reserves the right to reject any proposals submitted.

The District will review all submittals and recommend based on the established evaluation criteria. After evaluating the proposals the highest-ranked firm or consultant may be interviewed. All firms or consultants submitting a bid will be notified about their selection process status in writing.

Proposals submitted will be evaluated on behalf of the District by the Evaluation Team, which will consist of District Staff. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information and clarifications from proposers or to allow corrections of errors or omissions. Interviews may be scheduled by the District for the week of December 12, 2022, at the District’s discretion of any one or more firms. It is anticipated that the recommendation of the auditing firm selected will be presented to the Board of Directors at its first regularly scheduled meeting in 2023. Following notification of the selected firm, it is expected that a contract will be executed between both parties by January 31, 2023, effective February 1, 2023.

**II. DISTRICT PROFILE**

A. Background Information

The District was formed in 1919 under the Wright Act of 1897. The District’s service area is approximately 28 square miles, with most of the area within Beaumont and Cherry Valley communities.

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 of about 28 square miles, the District provides potable and non-potable water service to over 60,000 residents within the City of Beaumont and the unincorporated Community of Cherry Valley in Riverside and San Bernardino Counties in Southern California.

The District provides potable water service to approximately 20,000 metered connections. The primary source of water is groundwater, pumped from 24 wells. The aquifer is replenished with water from the State Water Project at the District’s recharge facilities. Thirty million gallons of potable and 2 million gallons of reclaimed water storage

provide peak demand and fire protection reserves. The water distribution system comprises over 100 miles of potable water lines and approximately 28 miles of reclaimed water lines (including transmission and distribution lines) ranging from 2 to 30 inches.

The District is governed by a five-person, elected Board of Directors (the Board), each serving a four-year term. The Board meets on the second Wednesday and fourth Thursday of each month. Meetings are publicly noticed, and residents are encouraged to attend. The daily operation of the District falls under the General Manager, Daniel Jagggers. The General Manager administers the District's day-to-day operations following resolutions and ordinances established by the Board. As General Manager, Mr. Jagggers is responsible for the general oversight of the production and distribution of potable water.

The District accounts for all its operations in a single enterprise fund per generally accepted accounting principles. A copy of the District's most recent audited Annual Comprehensive Financial Report, the Board adopted 2022 Operating Budget, and the Board adopted 10-Year Capital Improvement Plan are available on the District's website at [www.bcvwd.org](http://www.bcvwd.org). Visit our website for more details about the District. It is the proposing firm's responsibility to understand the District's accounting system, the scope of the audit, and the work to complete the audit before submitting its proposal and bid.

**B. Prior Auditor**

Rogers, Anderson, Malody & Scott., LLP has been the District auditor for five (5) years.

**III. NATURE OF SERVICES REQUIRED — SCOPE OF WORK**

**A. Scope of Work to be Performed**

The District desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted governmental accounting principles (GAAP). The scope of work relative to this request for proposals shall include the following tasks:

1. A pre-audit conference (teleconference is acceptable) is required to provide a clear understanding of any conditions to be met by District staff and the auditor's responsibilities so that the audit can be conducted on a timely basis and concluded following predetermined schedules.
2. Auditor shall perform an audit of all funds and financial statements of the District. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller of the United States.
3. Auditor shall prepare the combined financial statements, footnotes, and required supplementary information. The District's personnel must review any results prepared by the auditor which alter the District's books.
4. Auditor shall assist District personnel in applying GAAP and provide the support necessary to maintain sound financial management procedures. Auditor shall give financial advice and counsel on proper accounting practices and significant matters occurring throughout the year that would affect the annual reports. .
5. Auditor shall express an opinion on the fair presentation of its financial statements in conformity with GAAP. The auditor shall also be responsible for performing specific limited procedures involving preparing supplementary information required by the Governmental Accounting Standards Board (GASB) and mandated by generally

accepted auditing standards (GAAS). Review other supplementary information and statistical sections to ensure they are consistent with financial statement information.

6. Auditor shall evaluate the adequacy of the internal control system and, where weaknesses are noted, make appropriate recommendations for improvements.
7. Auditor shall prepare a report for the Board of Directors and management, which identifies control deficiencies, significant deficiencies, material weaknesses, and recommendations for improvements in accounting and administrative controls.
8. The auditor shall be required to make an immediate written report of all irregularities and illegal acts they become aware of to the Board of Directors and General Manager.
9. The auditor in charge shall attend the board meeting to present the audit to the Board and answer any questions the board may have. The agency may request a representative to participate in discussions with the Director of Finance and Administration and the General Manager if clarification of audit findings is necessary.
10. Management Letter - The audit examination shall evaluate the District's accounting system, internal control structure, data processing methods, and financial records. This evaluation shall be comprehensive enough in scope to provide for an appropriate report thereon to the District. The auditor shall prepare a separate management letter on the internal control structure based upon the auditor's understanding of the control structure and assessment of control risk. This report shall be submitted to District and outline the auditor observations and recommendations for enhancement, including any reportable conditions found during the audit.
11. Audit procedures shall include a review of the Investment Policy to provide assurances of strong internal controls by reviewing compliance with established policies and procedures. The result of this review shall be included in the annual audit report to the Board of Directors. The auditing firm shall submit a draft of the financial statements to the management no later than May 15, 2023.

#### B. Additional Work

Suppose it should become necessary for the District to request the auditor to render any additional services to either supplement the services requested in this RFP or perform other work due to the specific recommendations included in any report on this engagement. Extra requested work shall be performed as described in an addendum to the contract between the District and the firm. Any additional work agreed to between the District, rates outlined in the schedule of fees and expenses included in the Proposal Data Sheet, and the contents of the Technical Proposal shall remain.

Historically, the District has not been subject to the single audit requirement. When required, the audit firm will perform a single audit on the expenditures of federal grants following the U.S. Office of Management and Budget (OMB) Grant Guidance/Super Circular. The auditor shall interpret the relevant audit reports of Internal Control over Financial Reporting based on the audit of the District's basic financial statements following Government Auditing Standards and the relevant information on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards. The single audit report will include an appropriate schedule of expenditures of federal awards, footnotes, findings, and questioned costs, including reportable conditions, materials, and weaknesses, and follow-up on prior audit findings where required.

C. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years unless the firm is notified in writing by the District of the need to extend the retention period. The auditor will be required to make working papers available to the District. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

#### IV. TIMING AND SUBMISSION INSTRUCTIONS

- A. We have made every effort to include sufficient information within this Request for Proposal (RFP) for firms to prepare as responsive, comprehensive, and competitive a proposal as possible.

The timing of the proposal process is as follows:

1. Distribution of RFP: October 27, 2022.
2. Proposal Submission

Proposal shall be submitted bearing the caption: Proposal for Professional Auditing Services and addressed to:

Kirene M. Bargas, P.h.D Director of Finance and Administration  
Beaumont-Cherry Valley Water District  
Kirene.manini@bcvwd.org  
560 Magnolia Avenue  
Beaumont, CA 92223

Proposers may submit one (1) printed copy via mail or in-person to Dr. Kirene M. Bargas, Director of Finance and Administration.

**Printed copies must be delivered via mail or delivery to the above office on or before 3:00 p.m. P.T. on Wednesday, November 23, 2022. (Proposals received after the deadline will not be considered).**

3. Questions Regarding this RFP

Inquiries regarding this RFP are due by email on or before 5:00 p.m. P.T. on November 17, 2022. All inquiries must include a contact person, address, and email address. All known respondents will receive responses to questions by November 21, 2022. Questions can be addressed to:

Kirene M. Bargas, P.h.D Director of Finance and Administration  
Beaumont-Cherry Valley Water District  
[Kirene.manini@bcvwd.org](mailto:Kirene.manini@bcvwd.org)

*To ensure that your firm receives responses to inquiries, please send an email to Dr. Kirene M. Bargas and include questions and contact information. An electronic RFP submittal instead of following submittal protocol will disqualify your RFP submittal.*

4. Amendments to Proposals

Revisions to proposals are allowed. Submit electronic corrections to Dr. Kirene M. Bargas, ([kirene.manini@bcvwd.org](mailto:kirene.manini@bcvwd.org)) before the Closing date and time. The modification must indicate the change in the proposal price if any.

5. Addenda to this RFP

Suppose the District deems it necessary to clarify or make any changes to this RFP. In that case, these changes shall be made in the form of a written addendum authorized and issued by Dr. Kirene M. Bargas or the authorized designee. Proposers shall acknowledge receipt of any supplements in the Transmittal Letter.

6. Proposal Review: Our review committee will evaluate each proposal submitted. The review process is anticipated to be completed by December 8, 2022.

7. Interviews, as needed: Any finalists selected for an oral presentation will be notified. Interviews will take place at BCVWD Administrative Offices the week of December 12, 2022.

8. Notification to all bidders: We anticipate sending written notice to all proposers regarding the outcome of the review process by December 15, 2022. We will provide an electronic copy of the finalist proposal(s) upon written request.

9. Notification to finalists: The review committee will forward its recommendation to the District's Board of Directors for approval at the first regularly scheduled meeting of 2023. All finalists will be notified of the final decision by January 12, 2023. Once executed, we will provide an electronic copy of the selected proposal upon written request.

10. Contract Term: The Audit Services contract will become effective on the execution of the agreement for three (3) calendar years ending December 31, 2022, 2023, and 2024 with the option to extend the contract for two (2) additional one-year periods, at the District's sole discretion.

We will try to administer the proposal process following the terms and dates discussed in this RFP. However, we reserve the right to modify the proposal process and dates as deemed necessary and not to award a contract. The District assumes no obligation for any costs incurred by any proposer in preparing the response to this request, attending an interview or any other activity before award of the contract to the selected proposer.

B. Project Schedule for the Fiscal Year 2022 Audit (Year ending December 31)

1. The auditor shall provide the District with a detailed Audit Plan, and a list of all schedules to be prepared by the District shall be provided to the District no later than March 1 of each respective year following the year under audit.

2. The District expects to have all records, prepared by client lists, and schedules ready for the audit fieldwork before March 31 of each respective year following the year under audit and would expect field work to commence no later than the beginning to the middle of April of each year following the year under audit.
3. The auditor shall complete their work concerning the financial statements in time to furnish the District with their letter of opinion no later than May 31 of each respective year following the year under audit.
4. Should the District exercise the option for the selected auditor to perform subsequent work, the time mentioned above schedule shall be applicable. The auditor's failure to strictly adhere to the schedule may result in the assessment of damages against the auditor for the delay. Notwithstanding the preceding, the auditor shall not be responsible for delays due to causes beyond the auditor's reasonable control.
5. A draft of the management letter shall also be provided by May 15 of each respective year following the year under audit. District Staff shall have the opportunity to discuss and comment upon any findings and recommendations before issuance.

C. Assistance Provided to the Auditor

Finance Department staff will be available during interim and audit fieldwork to assist the firm by providing access and direction to information and documentation and explaining all inquiries. Staff will provide clerical assistance to prepare confirmations and other routine correspondence.

The District will provide the auditors with a good workspace, phone, wireless internet, and copy machine access.

D. Payment

Progress payments will be made on work completed during the engagement. Interim billings shall cover not less than a calendar month.

**V. GENERAL TERMS AND CONDITIONS**

- A. This RFP does not commit the District to enter into a contract. The District expressly reserves the right to reject all proposals at its sole discretion and option without indicating any reason(s) for such rejection. If all bids are rejected, the District may or may not request additional proposals. The District may withdraw this RFP at any time without advance notice.
- B. The District reserves the right to postpone the RFP process for its own convenience, should negotiations with the selected company be terminated, negotiate with another company, or cancel any section of this RFP. The District also reserves the right to apportion the award among more than one company.
- C. Any agreement resulting from this RFP will be executed after successfully negotiating contract terms and conditions, and all applicable procedural requirements have been met.
- D. The District reserves the right to remedy technical errors in the RFP process or waive proposal informalities and irregularities. Proposals should be verified before submission. The District is not responsible for errors or omissions on the part of the respondent in the preparation of a proposal. The District will not return any proposals.



- E. The District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence or qualifications to perform the Services described in this RFP.
- F. The District reserves the right to expand or diminish the scope of services subject to negotiation with the successful proposer.
- G. The District is not required to select the proposal that may indicate the lowest price or costs.
- H. The District will not be liable for any costs incurred by responding firms related to the preparation and submittal of proposals, making of initial presentation to the District, negotiating a contract for services, or any other expense incurred by the proposer before the date of an executed contract. In addition, no Proposer shall include any such expenses as part of the price proposed to conduct the scope of services for this project.
- I. Proposer may withdraw a proposal before the expiration time in this RFP by delivering to Dr. Kirene M. Bargas or the authorized designee an emailed or written request for withdrawal signed by, or on behalf of, the proposer.
- J. Proposer will be expected to participate in executing the District's standard professional services agreement. A copy is provided as Attachment A.

## **VI. PROPOSAL ELEMENTS**

Proposals submitted under this request must contain the following information:

### **A. Format of Technical Proposal**

- 1. Cover Page
  - a) The RFP subject
  - b) The proposing firm's name
  - c) Contact person's name, local address, telephone number, and email address. If the firm has more than one office, state which office will be responsible for providing services to the District, and;
  - d) The date of submission
- 2. Table of Contents
  - a) Identification of material submitted by section and page number
  - b) Cross references to section and page number of RFP would be helpful
- 3. Transmittal Letter
  - a) A general introduction stating the proposer's understanding of services;
  - b) A commitment to perform the service within the time period;
  - c) A statement why the firm believes itself to be best qualified to perform the engagement;

- d) A statement of how long you have been in business and how many financial audits were performed by your firm for public agencies during the past five (5) years;
- e) A statement that the proposal is a final and irrevocable offer for sixty (60) calendar days from the submitted date;
- f) A statement that the Auditor has no conflict of interest of the work performed;
- g) A statement that the audit firm is independent and licensed to practice in the State of California;
- h) Name(s) of person(s) authorized to represent the proposer, title, address, telephone number, email address, and;
- i) Signature.

4. Detailed proposal Following the Order outlined in Section B

B. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the District in conformity with the requirements of this RFP. The Technical Proposal should demonstrate the firm's qualifications and the staff assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

The Technical Proposal should address all the points in the order outlined in the RFP (exclude any cost information, which should only be included in the cost proposal section). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

While additional data may be presented, the areas detailed below must be included.

1. License to Practice in California

An affirmative statement that the firm and all assigned key professional staff are licensed to practice in California.

2. Independence

The firm should provide affirmative statement that it is independent of the District as defined by GAAS and the U.S. General Accounting Office's Government Auditing Standards.

The firm should also list and describe the firm's professional relationships involving the District for the past five (5) years, with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the District written notice of any professional relationships entered into during this agreement period.

3. Insurance Requirements

The chosen firm/consultant will be required to maintain insurance coverage throughout the Professional Services Agreement (PSA). It shall provide BCVWD with evidence of

said coverage as outlined in the PSA. According to a review by the District's legal counsel, the requirement is subject to change and modification. Please review contract language and insurance requirements before submitting a proposal and note any proposed exceptions to the PSA tenets in your proposal.

#### 4. Firm Qualification and Experience

To qualify, the firm must have extensive experience in audits of local governments as well as experience with the preparation of basic financial statements in compliance with GAAP, Minimum Audit Requirements and Reporting Guidelines for Special Districts as required by the State Controller's Office, and GASB requirements.

The proposal should briefly introduce your firm, indicating whether your firm is local, regional, national, or international. State the size of the firm, including the size of the firm's governmental audit staff. Include the location of the office to perform RFP services and the number of full-time and part-time employees specific to this RFP. Indicate the name of the person authorized to answer questions and bind the firm, the person's title, address, email, and telephone number.

The proposer should not be a joint venture or consortium.

If your firm participates in a peer review or quality review program, provide the year and month and the results. Submit a copy of the report on the firm's most recent external quality control (peer) review, with a statement whether that quality control review included a review of specific government engagements (required by Government Audit Standards).

Please provide information on the results of any federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

#### 5. Engagement Partner, Manager/Supervisor, and Staff Qualifications and Experience

Identify the senior-level staff, including the engagement partner and manager/supervisor, assigned to this engagement on an ongoing basis. Indicate whether these individuals have CPA licenses to practice in California. Please provide information on the governmental auditing experience of these individuals, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations pertinent to the performance of this audit, as well as engagements performed (including years). The District reserves the right to approve or reject any replacements in the senior-level staff participating in the District's audit.

Identify junior-level staff assigned to this engagement. How stable is this team of individuals in relationship to being assigned to this engagement annually? Please indicate their experience as outlined above for senior-level staff. How will the quality of the junior-level team be assured over the agreement? Indicate whether these individuals have CPA licenses to practice in California. Please provide information on the governmental auditing experience of these individuals, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations pertinent to the performance of this audit, as well as

engagements performed (including years). The District reserves the right to approve or reject any replacements in the junior-level staff participating in the District's audit.

Include resumes of those individuals supervising the audit.

6. Prior Engagements with the District

List all engagements within the last five (5) years separately, ranked based on total staff hours, for the District by type of engagement (i.e., audit, the management or advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Section III of this RFP.

a) Proposed segmentation of the audit work:

- i. What will be accomplished during the interim, and what at year-end?
- ii. What other contact can the District expect during the year related to the audit engagement?

b) Expectations of District Staff:

- i. What documents and working papers are expected to be provided by District Staff during interim and year-end work? Please provide sample Prepared by Client (PBC) lists and schedules for each section of the audit fieldwork.

c) The proposed time frame for each segment of audit work:

- i. What is the anticipated length of fieldwork for interim and year-end work?
- ii. What is the standard turnaround time from the end of fieldwork to senior level review, to final draft, to partner review, to audit report issuance?

8. Planned number of hours on the engagement for each level of auditing staff.

a) Sample size and the extent to which statistical sampling used for the engagement.

9. Type and extent of use of software in the engagement.

10. Type and extent of analytical procedures used in the engagement.

11. The approach taken to gain and document an understanding of the District's internal control structure.

12. The approach to determining laws and regulations is subject to audit test work.

13. The approach to be taken in drawing audit samples for tests of compliance.

14. Identification of Anticipated Potential Audit Problems

15. The proposer should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance required by the District.

## 16. References

Please provide the name of all cities, counties, and special districts for which the firm has audited basic financial statements during the past three (3) years. These engagements should be ranked first for special districts based on total staff hours, followed by all cities and counties ranked based on total staff hours. Indicate the scope of work, date, engagement partner, total hours.

Please include reference contact information for at least three (3) of these special districts, including the principal client contact's name, telephone number, and email address. The District reserves the right to contact any or all of the listed references.

## 17. Proposal Data Sheet

In addition to your formal response, all firms must enclose a data sheet. Refer to the attached form.

## 18. Additional Information Required

What additional information would you require from the District if you were selected to provide audit services before you accepted the engagement?

## 19. Delegation or subcontract responsibilities

The proposer will not delegate or subcontract its responsibilities without the prior written consent of the District.

## C. Price

In a separate sealed envelope or email attachment, provide a not-to-exceed cost estimate for the 2022 engagement and each of the following two (2) years. Indicate how additional fees are calculated if the contract is extended beyond three (3) years. The cost estimate should be itemized by task and include a list of charge-out rates related to the names of key personnel to be used by the organization during this project. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this Request for Proposal. All costs must be identified. This process is not considered a bid, nor will cost alone decide who is selected. Please note that the District relies heavily on the not to exceed amount and is reluctant to grant further increases unless there are substantial reasons for overage. Please provide a list of fees for additional services that may be requested in relation to this audit.

All proposals shall contain provisions if extraordinary circumstances warrant intensive and detailed services beyond those in the contractual agreement. The firm shall provide in writing and in advance, reasons for the additional service, the firm's estimate of costs, and a statement that no work will be performed without advance approval by the District. Any additional work as agreed in advance by the District shall be compensated for at the same rate quoted in the schedule submitted in the proposal.

## VII. EVALUATION PROCEDURES

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory criteria will have their proposal evaluated and scored for both technical qualifications and price. The following represents the principal selection criteria, which will be considered during the evaluation process:

A. Mandatory Elements:

1. The audit firm is independent, insured and licensed to practice in California.
2. The firm has no conflict of interest with regard to any other work to be performed for the District.
3. The firm adhered to the instructions in the RFP.
4. The firm submits a copy of its last external quality control review report, and the firm has record of quality audit work.

B. Technical Quality:

1. Expertise and Experience

- a) The firm's substantial past experience in performing the required audits on government agencies comparable to the District.
- b) The quality and stability of the firm's professional staff to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation is acceptable to the District.

2. Audit Approach:

- a) The firm provided proposed plans for the various segments of the engagement which are acceptable to the District.
- b) The firm presented a thorough understanding of the objectives, scope and issues for this type of engagement.
- c) Adequacy of proposed staffing plan.
- d) Adequacy of sampling techniques.
- e) Adequacy of analytical procedures.
- f) The firm is committed to the timeliness in the conduct and completion of the audit.

C. Price:

Evaluation of the maximum fee to conduct the audit.

D. Interviews

During the evaluation process, committee staff may, at its discretion, request any one or more firms to make interviews. Such presentations will provide firms with an opportunity to answer any questions the committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Decision

It is anticipated that the Board of Directors will approve the selection of a firm on December 1, 2022. Following notification to the firm selected, it is expected a contract will be executed between both parties by December 31, 2022.

## **VIII. INSURANCE REQUIREMENTS**

The chosen consultant will be required to maintain insurance coverage throughout the course of the Professional Services Agreement and shall provide the District 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 Attorney. Please review contract language and insurance requirements prior to submitting proposal.

**Attachment A**

**Beaumont-Cherry Valley Water District Standard Professional Services Agreement**

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the Beaumont-Cherry Valley Water District, a California Irrigation District (“District”), and **\*\*\*INSERT NAME\*\*\***, a **\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*** (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**A. RECITALS**

(i) District requires provision of the following professional services: \_\_\_\_\_, all as more fully set forth and described in this Agreement.

(ii) Consultant is duly licensed and/or otherwise fully authorized by law, and has the necessary experience and qualifications, to provide such services. District enters this Agreement in substantial reliance on such experience and qualifications.

(iii) The Parties enter this Agreement in order to set forth terms and conditions governing Consultant’s performance of the services described herein.

**B. AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Scope of Services.

Consultant shall furnish all labor, materials, equipment, and supplies necessary or incidental to performing the services generally described in the Scope of Services attached hereto as Exhibit “A”, any applicable request for proposals issued by the District, and as otherwise required by this Agreement, all to District’s satisfaction (collectively, “Services”). **[Exh A can be the consultant’s proposal if desired]**

2. Compensation.

a. Subject to Section 2.b, below, the District shall pay for the Services satisfactorily performed, in accordance with the Schedule of Rates/Payments set forth in Exhibit “B”, attached hereto. **[this can be the consultant’s proposal if desired]**

b. In no event shall the total amount paid for services rendered by Consultant during the term of this Agreement exceed the sum of \$\_\_\_\_\_. This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services, unless otherwise agreed upon in writing. Consultant shall be deemed to have made all necessary inquiries and site inspections prior to agreeing to perform the Services. Unless the Parties have agreed on a one-time flat fee, periodic payments for undisputed work shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.



3. Additional Work.

The Parties may agree on additional work to be provided as part of the Services. The District General Manager is authorized to approve additional work not exceeding \_\_\_\_\_ Dollars (\$) [or "X" percent of the contract price] by written memo signed by the parties. Otherwise, an amendment to this Agreement shall be prepared by the District and executed by both Parties authorizing such additional work and compensation therefor, prior to such work being performed.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed shall be maintained by Consultant and made available for review by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by District.

5. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and shall expire at the end of business on [Insert end date], unless extended or earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other milestones, schedules and deadlines agreed upon in writing. **Consultant shall commence work within three (3) business days of receiving District's verbal or written notice to proceed.** Consultant represents that it has the professional and technical personnel required to satisfactorily perform the Services as required by this Agreement. All indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement. The Parties may agree in writing to extend the term of this Agreement if necessary to complete the Services, or when deemed to be in the District's best interest.

6. Delays in Performance.

a. Force Majeure. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events. Force majeure events mean and refer to circumstances beyond the reasonable control of the non-performing Party including, but not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics resulting in "stay at home" or similar binding governmental orders; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Consultant's lack of financial capability, in the absence of any of the foregoing events, shall not constitute a force majeure event.

b. Should a force majeure event occur, the non-performing Party shall promptly, upon becoming aware of its inability to perform, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, statutes, codes and regulations of the federal, State and local government, including Cal/OSHA requirements.

b. District may, but is not required, to assist Consultant in obtaining and maintaining all permits required of Consultant by federal, State and/or local regulatory agencies.

c. If applicable, and unless otherwise provided in the Scope of Services, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under this Agreement.

8. Standard of Care.

Consultant's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall, at all times herein, possess any and all State of California and/or federal professional licenses and certifications, as applicable, required to lawfully perform the Services.

9. Assignment and Subcontracting.

Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of the District, which may be withheld for any reason. The Services required to be performed by the Consultant are personal to the Consultant. Any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all requirements of this Agreement.

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant is or shall become an employee of District. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from District as herein provided.

a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Beaumont business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

b. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of District's employees; and District's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any District uniform, badge, identification number, or other information identifying such individual as an employee of District; and Consultant's personnel shall not use any District email address or District telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of District premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from District, review plans on file at District, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit District locations and/or private property to

perform such Services. District may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

c. Consultant shall be responsible for and shall pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by District, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of District, and entitlement to any contribution to be paid by District for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The Parties acknowledge that District is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to District to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause District to be in violation of the applicable retirement laws and regulations.

12. Insurance. Unless otherwise permitted in writing by District's Risk Manager, Consultant shall not commence work for the District until it has secured all insurance required under this section and provided evidence thereof that is acceptable to the District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form C.G. 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability

- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) (by deletion of this exclusion)
- (7) Contractual Liability with respect to this Agreement
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, as additional insureds using ISO endorsement forms C.G. 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) Subject to the District's written approval, the general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall be endorsed to name the District, its officials, officers, employees, agents and District designated volunteers as additional insureds.

(iv) Subject to the District's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that Consultant 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 he/she/it will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts

indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

- d. Professional Liability (Errors and Omissions) (unless waived in writing by the District's risk manager)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

- e. **\*\*\*\*INSERT\*\*\*\* Liability Insurance [CHECK WITH RISK MANAGER AND SIR ADMINISTRATOR TO DETERMINE IF ADDITIONAL LIABILITY INSURANCE SHOULD BE REQUIRED FOR A PARTICULAR PROFESSIONAL SERVICES AGREEMENT, SUCH AS CYBER LIABILITY, ETC.]**

- f. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability property	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and damage
Automobile Liability	\$1,000,000 per occurrence (any auto) for bodily injury and property damage
Workers' Compensation	In the amount required by California law.
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions) {unless waived by risk manager}
<b>***INSERT OTHER LIABILITY***</b>	\$_____ [if applicable]

- (ii) Defense costs shall be payable in addition to the limits.

- (iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

- g. Evidence Required

Prior to execution of the Agreement, Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent)

signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required Additional Insured endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

i. Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

(iii) District may require Consultant to provide for inspection by District, complete copies of all insurance policies in effect for the duration of the Agreement.

(iv) No District elected or appointed official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

(v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to District. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

k. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials as additional insureds, using ISO form C.G. 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold the District, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those District agents serving as independent contractors in the role of District officials (collectively "Indemnitees" in this Section 13) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, to the extent arising out of, pertaining to, or incidental to any acts, errors, omissions, default, and/or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the District or any of the other Indemnitees.

b. The provisions of this Section 13 shall survive the termination of this Agreement.

14. Termination.

a. District has the right to terminate any portion or all of the Services under this Agreement with or without cause, by giving ten (10) calendar days' prior, written notice to Consultant. In such event, District shall be immediately given title to and possession of all Work Product and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, District shall pay Consultant for that portion of the Services satisfactorily completed prior to termination. If said termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by District and Consultant. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or services within the Scope Services performed prior to the effective date of this Agreement and shall not be entitled to damages or compensation resulting from termination of this Agreement.

b. Consultant may terminate this Agreement for cause by serving written notice of termination to the District, provided Consultant has first served the District with a written notice of default and demand to cure, and District has failed to cure such default within thirty (30) days of receipt of such notice.

15. Ownership of Work Product.

a. Except as otherwise provided in Section 14, "Termination", above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant for the District in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of District. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of District without restriction or limitation upon their use, duplication or dissemination by District upon final payment being made provided that any such use shall be at District's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

b. Consultant hereby assigns to District all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the District pursuant to subsection (a), above.

c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, District shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold District, and the other Indemnitees (as defined in Section 13(a), above) harmless from any and all loss, claim or liability in any way related to a claim that District's use of any of the Work Product violates federal, State or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by District is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for District the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for District; or (b) modify the



Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

16. Party Representatives.

Consultant hereby designates \_\_\_\_\_, or his or her designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to District is provided to District. District hereby designates \_\_\_\_\_, or his or her designee, as District's Representative for this Agreement. The foregoing Representatives shall be authorized to approve non-monetary revisions to this Agreement, provide consent where required herein, and to make other administrative decisions that will be binding on their respective Party, except as otherwise specifically required herein.

17. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Beaumont-Cherry Valley Water District  
P.O. Box 2037560 Magnolia Avenue  
Beaumont, CA 92223

Fax: (951) 845 0159

Attention: Dan Jagers, General Manager

CONSULTANT:

\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*

and shall be effective upon receipt thereof.

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

20. Entire Agreement.

This Agreement, with its exhibits, all of which are incorporated by reference herein, and all documents incorporated by reference, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated

Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit hereto or document incorporated by reference herein, the provisions of this Agreement, then the District's RFP, if any, shall govern.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and authorized assigns of each Party to this Agreement.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants to provide the Services or similar services to the District.

26. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the District.

27. Governing Law and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. 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. Consultant must comply with the claim procedures set forth in Government Code section 900, et seq. prior to filing any lawsuit against the District.

28. Attorneys' Fees. The prevailing Party in any legal action brought for breach or to compel performance, shall be entitled to recover their reasonable attorney's fees and costs.

29. Interest of Subcontractors.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided District with a list of all subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the District in affirming compliance with this section.

30. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

BEAUMONT-CHERRY VALLEY  
WATER DISTRICT

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
Dan Jagers  
General Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

California  
documents  
Agreement on behalf of

(Two signatures required for corporations pursuant to  
Corporations Code Section 313, unless corporate  
authorize only one person to sign this  
the corporation.)

ATTEST:

By: \_\_\_\_\_  
Secretary

Attachment B

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
PROFESSIONAL AUDITING SERVICES  
PROPOSAL DATA SHEET**

I. **FIRM NAME:**

**DATE:**

**CONTACT PERSON:**

**PHONE:**

**EMAIL:**

II. **QUALIFICATIONS:**

(Briefly state your firm's qualifications)

--

III. **PAST GOVERNMENTAL CLIENTS/CONTACT PERSON (List three):**

<u>Client</u>	<u>Date Most Recent Audit</u>	<u>Contact</u>	<u>Phone</u>

IV. **AUDITING PERSONNEL PROVIDED FOR THIS ENGAGEMENT:**

<u>Name</u>	<u>Title</u>	<u>Years Experience</u>	<u>Certificate/Degree</u>	<u>Last Public Audit</u>
	Partner			
	Manager			
	Sr. Acct.			
	Accountant			

\*Please remember to include resumes with your RFP response.

V. **HOURLY RATES OF AUDITING PERSONNEL:**

<u>Name</u>	<u>Title</u>	<u>Standard Hourly Rate</u>	<u>Quoted Hourly Rate</u>
	Partner	\$ per hour	\$ per hour
	Manager	\$ per hour	\$ per hour
	Sr. Acct.	\$ per hour	\$ per hour
	Accountant	\$ per hour	\$ per hour

**VI. FEES:**

<u>Service</u>	<u>Anticipated Hours</u>	<u>Fees Y/E 12/31/22</u>	<u>Fees Y/E 12/31/23</u>	<u>Fees Y/E 12/31/24</u>	<u>Fees Y/E 12/31/25</u>	<u>Fees Y/E 12/31/26</u>
<u>Audit with financial statements</u>						
<u>Management Letter</u>						
<u>Article XIII B</u>						
<u>SCO Reporting</u>						
<u>Other per RFP</u>						
<u>Total</u>						

**VII. QUALIFICATIONS REGARDING FEES:**

(Please state succinctly any qualifications you need to make regarding your proposed fee (e.g., out of pocket expenses, fee increases, extraordinary services, etc.)

**VIII. BILLING SEQUENCES:**

(Please state the firm's normal billing practice, as it will be applied to this engagement.)

It is understood that this information must be complete and submitted by 5:00 p.m., Thursday, November 3, to the Beaumont-Cherry Valley Water District, Attn: Kirene B. Manini, Director of Finance & Administration, 560 Magnolia Ave, Beaumont, CA 92223

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Individual Submitting Proposal  
Authorized on Behalf of Firm

\_\_\_\_\_  
Date