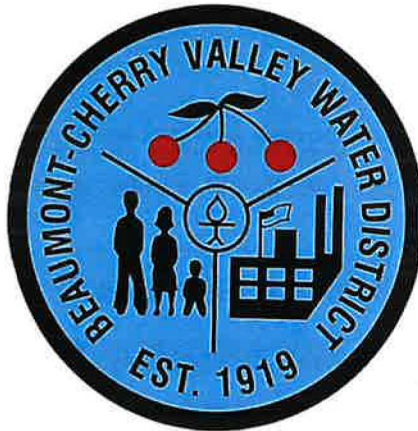


REQUEST FOR PROPOSALS (RFP)  
FOR  
PROFESSIONAL SERVICES FOR  
THE DISTRICT WELL FEASIBILITY AND  
SITING STUDY



Beaumont-Cherry Valley Water District  
Attn: Mark Swanson, P.E.  
560 Magnolia Avenue  
Beaumont, CA 92223  
[mark.swanson@bcvwd.org](mailto:mark.swanson@bcvwd.org)

Approved for Release:

*[Handwritten Signature]* 1/12/23

Mark Swanson, Director of Engineering  
Beaumont-Cherry Valley Water District

**KEY RFP DATES (Subject to change at discretion of District):**

Issue Date:	January 13, 2023
District Project Manager:	Mark Swanson, P.E.
Letter of Intent (required):	January 24, 2023, 5pm
Pre-Proposal Meeting (optional):	January 25, 2023, 3pm
Deadline for Requests for Information:	January 31, 2023, 5pm
District Response to Written RFI's:	February 7, 2023, 5pm
<b>Proposal Due Date:</b>	<b>February 14, 2023, 3pm</b>
Presentation/interviews (optional):	Will be notified if applicable
Anticipated Projected Award Date:	February 23, 2023

**ATTENTION: CONTRACTORS AND SUBCONTRACTORS MANDATORY  
REQUIREMENT FOR  
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION**

**Contractors and subcontractors are required to be registered with the Department of Industrial Relations in order to 1) submit a bid or be listed on a bid for a public works project, or 2) work on a public works project awarded on or after April 3, 2019.**

**Application Process**

Registration and renewal costs with DIR are \$400 and covers the fiscal year (July 1st – June 30th). Credit card payments can be processed within 24 hours, while other forms of payment may delay registration for up to eight weeks.

It is the Contractors responsibility to keep registration current with DIR. If the contractor is found to be out of compliance with DIR, it is at BCVWD's discretion.

- **Activate or renew your contractor registration.**
  - [Instructions for completing the contractor registration and renewal application](#)
  - [Contractor Registration Assistance](#)
  
- [Frequently Asked Questions](#)

*Who is required to register?* Any Contractor or Subcontractor who bids on or performs work that requires the payment of prevailing wages under state law must be registered with DIR. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

To be eligible Contractors and Subcontractors must:

- Be in good legal standing with no outstanding judgments or liens owed to workers or to the State of California.
- Not be [debarred from doing public works](#) by the United States Department of Labor or any state that has public works debarment laws.
- Have a California Contractors State License if one is required (non-construction contractors must provide their professional license number if one exists for their profession).

To learn more about Public Works Contractor Registration, please read the [Public Works Reforms \(SB 854\) fact sheet](#) and the [frequently asked questions](#). If you have additional questions about contractor registration, please [contact DIR](#) for assistance.



## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for Professional Services for the District Well Feasibility and Siting Study.

Responses to this Request for Proposal (RFP) will be accepted until **February 14, 2023** at 3:00 p.m. Proposals received after this date/time will not be considered and will be considered nonresponsive and will not be evaluated. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the Beaumont-Cherry Valley Water District (BCVWD) prior to this proposal due date and time.

Proposals shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

"SEALED PROPOSAL FOR

**PROFESSIONAL SERVICES FOR THE DISTRICT WELL FEASIBILITY AND SITING STUDY**

DO NOT OPEN WITH REGULAR MAIL."

Beaumont-Cherry Valley Water District

Attn: Mark Swanson, P.E.

560 Magnolia Avenue

Beaumont, CA 92223

Proposals shall be mailed, hand delivered, or sent by courier service.

**Proposals shall NOT be sent via telegraphic message, electronic mail or facsimile.**

All notifications, updates and addenda will be posted on the District's "Current Solicitations" page at <https://bcvwd.org/current-solicitations>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

LETTER OF INTENT (Required): Interested firms shall submit a Letter of Intent of their pending proposal to the noted Project Manager by the required date as shown on the cover page of this RFP. Letters shall be forwarded via certified mail or email. The purpose of the Letter of Intent is to provide point of contact information between the District Project Manager and the proposed bidder.

BCVWD's regular office hours are 8 a.m. to 5 p.m., Monday – Thursday.

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**BEAUMONT-CHERRY VALLEY  
WATER DISTRICT**

**REQUEST FOR PROPOSALS  
DISTRICT WELL FEASIBILITY AND SITING STUDY**

**NOTICE TO PROPOSERS / PROPOSAL SUBMITTAL  
INSTRUCTIONS**

1. DUE DATE AND TIME: Proposals for Professional Services for the District Well Feasibility and Siting Study as described herein, will be received by the District until date and time shown on “Notice of Inviting Proposals.” Any changes to this RFP are invalid unless specifically modified by District and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the District’s copy shall prevail. It is the Proposer’s sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received by the District at the stated time and place. Any proposal received after the scheduled closing time for receipt of proposals will not be considered and will remain unopened.
2. Proposals must be submitted to the District as set forth in this Request for Proposals document. Unless otherwise specified, proposals submitted by any other method than that set forth herein will be disqualified.

## SECTION I – PROJECT INTRODUCTION AND OVERVIEW

### A. **General Overview:**

The District was formed in 1919 as an Irrigation District under California Water Code §20500 et seq. to provide domestic and irrigation water to the City of Beaumont, the community of Cherry Valley, and surrounding area. The service area of the District covers approximately 28 square miles, and the District’s sphere of influence covers approximately 37.5 square miles, virtually all of which is located within the County of Riverside, and includes the community of Cherry Valley, the City of Beaumont, and small portions of the City of Calimesa.

The District currently has fifteen (15) proposed water wells and nine (9) water wells to be rehabilitated as identified in the most recent Potable Master Plan (2016). This RFP is to invite prospective consulting firms to submit a proposal for professional services to aid the District in identifying potential water well locations within various zones in the District’s Sphere of Influence.

### B. **Purpose of Request For Proposal:**

The District is currently seeking proposals from qualified consulting firms for professional services related to the hydrogeologic analysis of groundwater production potential within the District boundaries and pressure zones. The services would include the work described hereafter and detailed in Section III: Scope of Work and Technical Specifications.

The District has a capital improvement program which requires the construction of well facilities throughout the District, and the intent of this proposal is to perform a feasibility study and recommend potential well sites that will yield the best results.

The District will select a qualified firm for professional services who must fully meet the requirements of this RFP. Beaumont-Cherry Valley Water District may elect to award a contract pursuant to the RFP through the following process:

1. Publication of the RFP
2. Letter of Intent
3. Pre-Proposal Meeting
4. Deadline for Written RFI’s
5. Responses to Written RFI’s
6. Proposal Due Date
7. Proposal Review/Evaluation
8. Firm Interviews (If Applicable)
9. Staff Selection and Recommendation to Board
10. Contract Execution and Approx. Start Date

It is the intent of the District to receive responses to the RFP and, if appropriate, conduct individual interviews in order to select a firm which, in the opinion of the District, is best suited to perform the required services. The purpose of this Proposal, therefore, is to provide the District with the information necessary to select the most qualified firm while obtaining the best fee for the requested services.

**C. Project Specific Dates:**

Table 1, hereafter, identifies the project specific estimated dates/time frame for receipt, evaluation, and award of the work specified in this RFP. Please note the following key dates, which are referenced on the cover page, when preparing your response to this RFP.

**Table 1 – Project Specific Dates**

Description	Date
Publication of RFP	01/13/2023
Deadline for Written Letter of Intent	01/24/2023, 5pm
Pre-Proposal Meeting (Optional)	01/25/2023, 3pm
Deadline for RFI's	01/31/2023, 5pm
District Response to Written RFI's	02/07/2023, 5pm
<b>Proposal Due Date</b>	<b>02/14/2023, 3pm</b>
Proposal Review (and Possible Short List)	To Be Determined
Firm Interviews (if Applicable)	To Be Determined
Firm Recommendations to Board of Directors	02/23/2023
Approximate Contract Execution Date/Notice to Proceed	03/23/2023

**D. Selection Criteria:**

The Criteria for firm selection will be based on, but not limited to, the following:

1. Firm's Qualifications and Experience with well feasibility and siting studies, specified herein.
2. Ability of the firm to complete the project.
3. Technical approach and understanding of the District, and its needs for additional wells (pumping supply) which would be constructed in preparation of project specific plans and in accordance with State of California Requirements.
4. Fee and Payment Terms.
5. Exceptions Taken to RFP and Sample Agreement (attached).
6. Location of Consultant (i.e. proximity to District Sphere of Influence).

**E. Evaluation and Selection Process:**

1. Submittal Review: A review committee comprised of District staff will review and evaluate each submittal to determine if it meets the RFP requirements. Failure to meet the requirements set forth in the RFP may be cause for eliminating the proposer from further consideration.
2. The Technical Proposals will be evaluated and ranked by the review committee. The review committee will establish the ranking order. The review committee will then evaluate the Fee Schedules for total cost. The District will negotiate with the top ranked firm which will be determined by a weighted average of points earned from the evaluation process using 80% as a weighting factor for the Technical Proposal and 20% for the Fee Schedule. If agreement cannot be reached with the number one ranked firm, then the negotiations will be terminated and the firm will be informed in writing. The number two ranked firm will then be invited to enter into the negotiations process.
3. The committee may interview the top ranking proposer. The District reserves the right to begin negotiations and enter into an agreement without interview or further discussions. The Technical Proposal evaluation criteria and weighting are as follows:

Technical Proposal Evaluation Criteria	Weight of Score
Firm qualifications	20%
Past performance (firm’s prior work with similar projects)	15%
Capability to perform proposed work	15%
Firm’s understanding of proposed work (approach)	25%
References	10%
Firm’s proximity to District	5%
Knowledge of the District’s system	10%

4. The Technical Proposals and Fee Schedules shall be weighted based on the following calculation:

$$(1) \text{ Technical Proposal Score} = \left( \frac{\text{Technical Proposal Score}}{\text{Highest Technical Proposal from All Proposals}} \right) \times (80\%)$$

$$(2) \text{ Fee Schedule Score} = \left( \frac{\text{Smallest Fee Schedule from All Proposals}}{\text{Proposal Fee Schedule}} \right) \times (20\%)$$

$$(3) \text{ Total Score} = \text{Technical Proposal Score} + \text{Fee Schedule Score}$$

5. Short List: At the District’s option, the selected candidates may be short listed and interviewed to further refine the selection process.
6. The District reserves the right to, at their sole discretion, qualify and select the most qualified firm during the selection process or alternatively through the short list and interview process.



## SECTION II – PROPOSAL REQUIREMENTS

The proposal should respond to the requirements set forth herein. In addition, proposers need to demonstrate their capabilities, background, expertise, etc. in order for the District to effectively evaluate the proposals, and award to the company that provides the best value to the District based on the selection criteria in Section I.D. The Proposal should include, at a minimum, the following information:

A. Cover Letter

B. Executive Summary: to include a brief summary of the firm’s origin, background, and size of the company, an overall organizational chart, the overall capabilities of the organization, appropriate licenses and certifications, and proximity of company’s resources to the District’s offices and facilities.

C. General Requirements:

The proposal should include the following:

1. An understanding of the Study and approach to accomplish the work in a timely and acceptable manner.
2. A detailed description of the services to be provided based on the consultant’s understanding of the Scope; include a list of anticipated studies.
3. A detailed work schedule for all work and time frame for items of work.
4. A project organization and staffing chart.
5. Identification of the individual who will have overall responsibility for the Study and who shall be a Registered Civil Engineer or Hydrogeologist in the State of California.
6. A resume of the key staff who will be working on this Study, including specific experience on similar studies, and staff availability.
7. The proposal shall have a page limit of 35 pages including appendices, tabs, and cover.
8. A not-to-exceed fee based on the services outlined in the Scope of Work which MUST be submitted as a hard copy and an electronic copy (smart .pdf and excel formats on CD or thumb drive) in a SEPARATE SEALED ENVELOPE.
9. Four (4) hardcopies and one (1) electronic copy (smart .pdf on CD) of the proposal shall be submitted to the District.

**D. Statement of Qualifications:**

1. Qualifications and Experience (Firm and Personnel) – a description of the company’s expertise related to services requested and a full discussion of the company’s recent experience directly related to well feasibility and siting studies. Provide resumes of key people that address experience and qualifications, educational background, and skills.
2. Availability – Briefly describe your firm’s and personnel’s ability to meet the District’s needs in a consistent and timely manner.
3. References (Exhibit C) – list three (3) former municipal (preferred) or private clients for whom comparable services have been performed within the last five (5) years. Include the name, mailing address, telephone number, and email address of each client’s principal representative.
4. List of Subconsultants (Exhibit D) – a description of any subcontract arrangements, if necessary, that would be utilized for this Project. Include a full description of the subconsultant’s experience and personnel.
5. Firm’s Business Information (Exhibit E)
6. Additions, Deletions and/or Exceptions (Exhibit F): compliance with the District’s contractual terms in the sample agreement and/or RFP requirements. The Proposer shall note any additions, deletions and/or exceptions to the contractual terms and/or RFP requirements. If there are no exceptions taken, please note in Exhibit F: “There are none”.
7. **Project Fee Schedule (Included in a separate sealed envelope clearly labeled “Project Fee Schedule”)** – said fee schedule shall include hourly rates; fees for all subconsultants, and percentage markup of reimbursable expenses, if any shall be included. The rates shall be valid for the term of the contract. In the Project Fee Schedule, include the following information:
  - a. A detailed personnel-hour estimate by personnel classification for the major portions of the work broken down for each task, milestone report and/or plan deliverable.
  - b. Fees for any subconsultants.
  - c. A total not-to-exceed fee estimate based on services outlined in Scope of Work.
  - d. The method of compensation shall be based on a time and expense basis subject to a not-to-exceed amount to complete the study.

The District reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90-day period.

A contract incorporating the terms and conditions contained herein will be sent to the successful Proposer. Any additional terms and conditions requested or comments by Proposer must be submitted with the proposal in Exhibit F (Section II.D.6.: Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process.

Any questions as to the meaning of the scope of work and/or technical specifications or other pre-proposal documents must be submitted in writing by the deadline for Request for Information dated listed herein and shall be directed to Mark Swanson at (951) 845-9581, Ext. 218, mark.swanson@bcvwd.org, who will provide instructions for submitting requests. Any and all such interpretations and any supplemental instructions will be sent to all prospective Proposers not later than that date set forth on Section I.C. "Project Specific Dates". All addenda so issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other department or individual for clarification or interpretation of any requirements herein.

The District reserves the right to reject any or all proposals, either separately or as a whole, and to waive any informality in a proposal or to accept any proposal presented which it deems best suited to the interest of the District and is not to be bound to accept the lowest price.

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the District. If any pages are deemed as confidential or proprietary those pages should be individually marked confidential or proprietary.

At the time of the opening of proposals, each Proposer shall be presumed to have read and be thoroughly familiar with the RFP and proposal requirements (including all Addenda).

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.

## SECTION III – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

### A. Data Review

The selected firm shall review existing records and reports to document groundwater levels, depths to bedrock and general aquifer characteristics in the study area including:

- Borehole lithologic logs, existing well construction information, historical groundwater levels, and pumping test data.
- GIS Shapefiles of existing and planned production and monitoring well locations, City and/or County parcels, groundwater basin boundaries, District boundary, existing pipelines and infrastructure, and any other physical features of interest.

Other potential sources of data may include the United States Geological Survey (USGS), California Statewide Groundwater Elevation Monitoring (CASGEM), Department of Toxic Substances Control (DTSC) Envirostor database, State Water Resources Control Board (SWRCB), the SWRCB Geotracker, the Division of Drinking Water (DDW), California Department of Water Resources (CDWR), the State of California Department of Public Works' Bulletin 45, and Beaumont Basin Watermaster (<https://beaumontbasinwatermaster.org>). The following information shall be reviewed as it may provide additional information.

### B. Analysis of Alluvial Thickness and Aquifer Characteristics

Information gathered, along with groundwater level data, borehole lithologic logs and existing depth to bedrock maps shall be used to determine areas with the thickest and most permeable alluvium for identifying potential well sites.

Provide a map that identifies the aquifer thickness for the study area. Analyze data regarding permeability of the well yield from existing wells in the area and any potential groundwater quality issues including total dissolved solids (TDS), nitrate concentrations, and contaminating activities.

### C. Geologic/Hydrogeologic Conditions

Included with each well site shall be a review of the groundwater basin, alluvial sediments, terrace deposits, sedimentary bedrock/basement complex rocks, and faulting. Provide hydrogeologic cross sections and describe any regional aquifer systems that apply.

### D. Local Environmental Conditions

Review all local environmental conditions to determine the location of potential leaking underground storage tanks (LUSTs) and other hazardous waste sites, or information regarding potentially contaminating activities (PCA's) and other facilities that may lie within a 2,500-foot radius of the potential well sites.

### E. Well Site Identification

Analyze online aerial imagery to identify where well site(s) may be suitable (or not suitable) and take into consideration where alluvial thickness is greatest and aquifer permeability is high. Include APN numbers for vacant parcels that appear suitable for a well site in the area and provide excel sheet.

**F. Water Quality**

Provide Historic Groundwater Quality Data for nearby existing wells in the study area. Information shall be from the SWRCB DDW website. The evaluation shall include:

- General Minerals and Physical Constituents
- Inorganic (Trace Elements) Constituents
- Volatile Organic Compounds (VOCs)
- Radiological Constituents
- Other Constituents of Concern (COCs)

**G. Site Visits**

Identify potential well sites to be further investigated. Site characteristics to be analyzed include:

- Topographic Constraints
- Verification of land use
- Rig equipment access (Construction/Rehabilitation)
- Nearby potential contaminant sources
- Overhead and/or underground utilities near potential well site
- Room to drill and construct the wells
- Options for discharge water disposal
- Potential sources of water use for drilling
- Access into site for future well maintenance

**H. Analysis of Site Prioritization**

Rank the potential well sites based on the following categories:

- Alluvial saturation thickness (based on the difference between the depth to bedrock and groundwater elevation contours)
- Ease of property acquisition
- Potential to avoid TDS or nitrate treatment
- Proximity to existing wells
- Proximity to existing pipelines
- Property dimensions
- Drilling rig access
- Proximity to potential contaminant sources

**I. Well Site Feasibility and Siting Report**

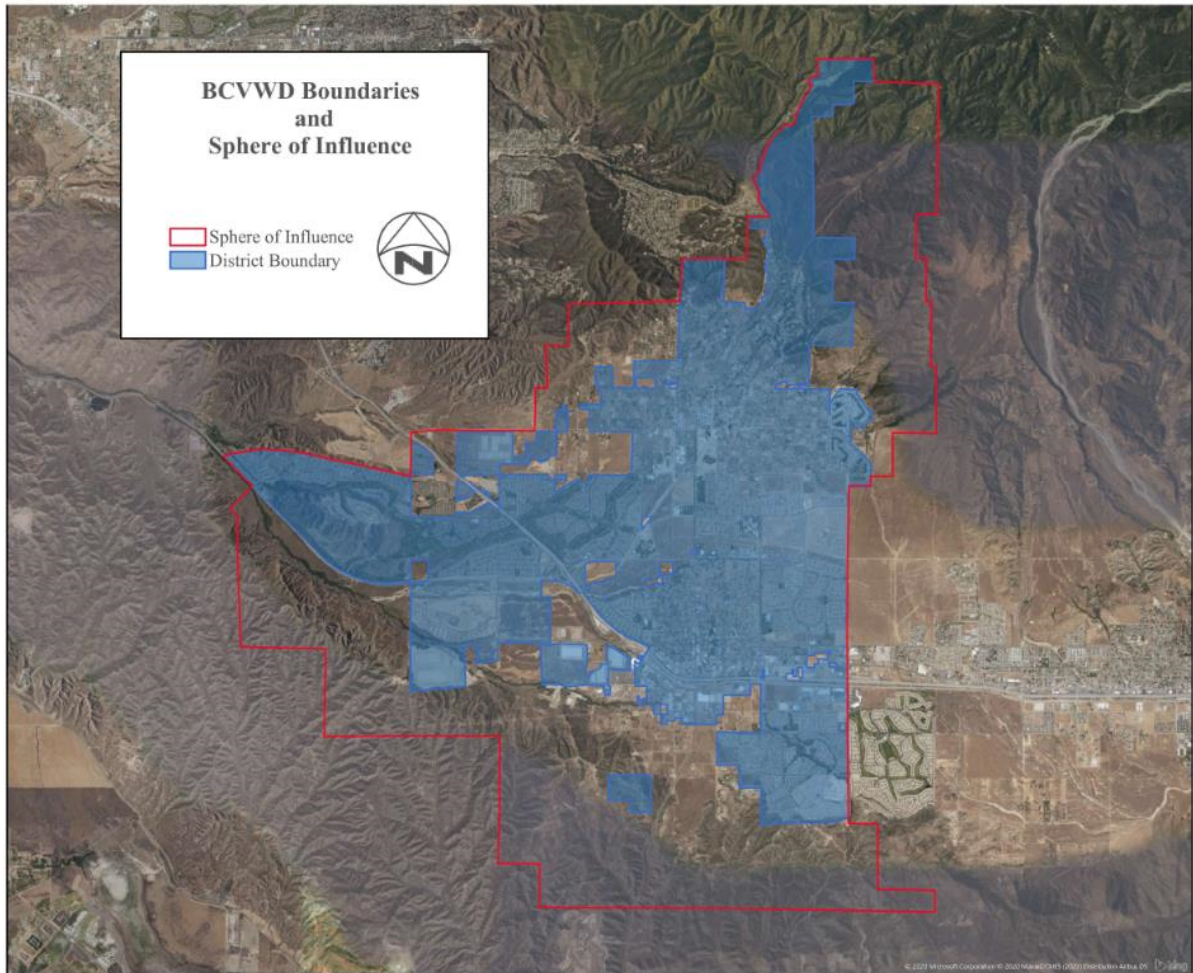
The results of the well site evaluations shall be prepared in a report that shall summarize the findings of the Scope Items through Sections A – H.

**J. Project Coordination:**

1. Project kick-off meeting with District.
2. Coordination meetings with District (assume no more than six [6]).
3. Bi-Weekly project updates via email and/or telephone to discuss budget, schedule and project issues.
4. Monthly report summarizing project budget and schedule. Provided via PDF and submitted with invoice.
5. A draft Final Report shall be submitted to the District for review and comment prior to finalization of the Final Report (Item I).
6. All correspondence, submittals, and deliverables (preliminary and final) shall be submitted to the District both via hard copy and electronically (CAD, smart .pdf, word, excel, and original file formats on CD or thumb drive) at project close-out.

## **FIGURES**

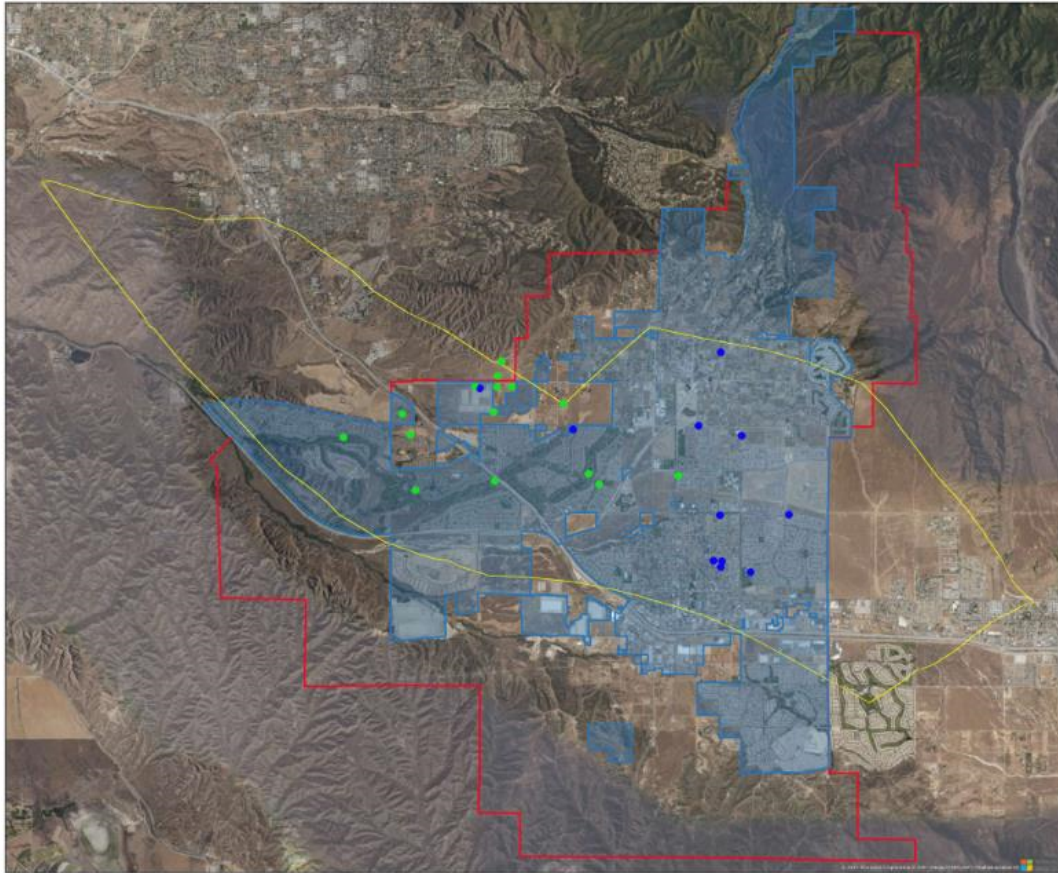
FIGURE 1  
DISTRICT BOUNDARY AND SPHERE OF INFLUENCE





## EXHIBITS

# Exhibit A



1"=10,000'

- SPHERE OF INFLUENCE
- SERVICE BOUNDARY
- BEAUMONT BASIN
- BCVWD WELL
- OVERLIER WELL

0 10000 20000



SCALE: 1"=10000'

## BEAUMONT CHERRY VALLEY WATER DISTRICT

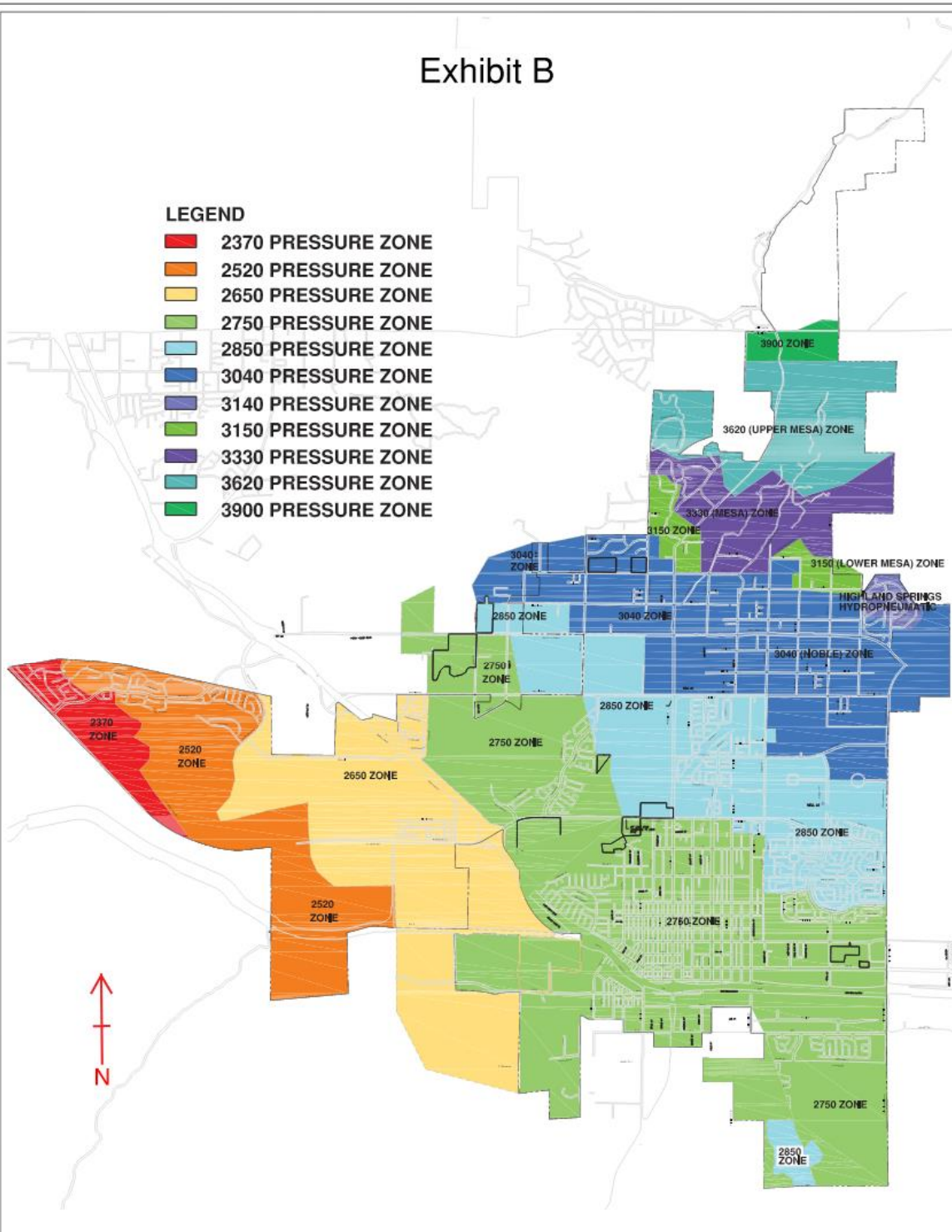
Existing Well Facilities within BCVWD's Sphere  
in the Beaumont Basin

PLOTTED: 8/17/2021

# Exhibit B

## LEGEND

- 2370 PRESSURE ZONE
- 2520 PRESSURE ZONE
- 2650 PRESSURE ZONE
- 2750 PRESSURE ZONE
- 2850 PRESSURE ZONE
- 3040 PRESSURE ZONE
- 3140 PRESSURE ZONE
- 3150 PRESSURE ZONE
- 3330 PRESSURE ZONE
- 3620 PRESSURE ZONE
- 3900 PRESSURE ZONE



**WATER MASTER PLAN**

BEAUMONT CHERRY VALLEY WATER DISTRICT	SCALE 1"=120'
District Pressure Zone Map	SHEET NO. 1 OF 1
	PLAT NO.

**EXHIBIT C: REFERENCES**

**Proposer shall provide a minimum of three (3) Customer References, preferably municipalities within 5 years or local and similar size contracts references are preferred.**

<b>REFERENCE #1</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
<b>REFERENCE #2</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
<b>REFERENCE #3</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

**EXHIBIT C: REFERENCES**

<b>REFERENCE #4</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
<b>REFERENCE #5</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
<b>REFERENCE #6</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	



**EXHIBIT E: PROPOSER'S BUSINESS INFORMATION**

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business: \_\_\_\_\_

2. Length of time at current location: \_\_\_\_\_

3. List types and business license number(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. California State Contractor's License number (if applicable): \_\_\_\_\_

5. Names and titles of all officers of the firm: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Is your firm a sole proprietorship doing business under a different name?  
YES  or NO

7. If yes, please indicate sole proprietorship name and the name you are doing  
business under: \_\_\_\_\_

\_\_\_\_\_

8. Please indicate your Federal Tax Number: \_\_\_\_\_

9. Is your firm incorporated? YES  or NO

10. Name and remittance address that will appear on invoices: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

11. Physical Address \_\_\_\_\_

\_\_\_\_\_





## EXHIBIT G: SAMPLE 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 e-mail 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 CG 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 CG 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	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property 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}
[***INSERT OTHER LIABILITY***]	\$_____ [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 CG 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, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, 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. For Design Professional Services. For Consultant's Services hereunder that include the performance of design professional services by a "design professional" (as defined below), then to the extent permitted by law, Consultant shall, at its sole cost and expense, indemnify and hold the District and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Consultant shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed the Consultant's proportionate percentage of fault.

For purposes of this Section 13.b, and in accordance with Civil Code Section 2782.8(c), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

c. 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 attorneys 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: \_\_\_\_\_

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

ATTEST:

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



EXHIBIT A  
Scope of Services

Exhibit A

EXHIBIT B

Schedule of Rates/Payments

Consultant will invoice District on a monthly cycle, or otherwise as expressly provided in this Agreement. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Consultant will inform District regarding any out-of-scope work being performed by Consultant. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

**[Insert hourly rates or flat fee, as applicable, and rates for any other charges to be made by Consultant]**