

REQUEST FOR QUALIFICATIONS

Public Outreach and Digital Marketing Services



15600 Sand Canyon Avenue Irvine, CA 92618

Irvine Ranch Water District seeks Statements of Qualifications (SOQ) from qualified firms or teams (“consultants”) to provide communication, public outreach and digital marketing services. The selected consultants will assist IRWD in executing these public outreach services.

This Request for Qualifications (RFQ) has three objectives:

- A. To establish a **Pre-Qualified List** of capable consultants with whom IRWD may contract for water-use-efficiency and water-conservation outreach and communication services related to the District’s Yardtopia Initiative or other future digital marketing campaigns.
- B. To select a qualified firm to develop the March 2025 launch campaign for the Yardtopia Initiative (**Yardtopia Launch Campaign**).
- C. To select a qualified firm to develop a public education campaign for water quality (**Water Quality Campaign**), which would have an initial launch date of June 2025 but also be suitable as an evergreen campaign.

IRWD’s decisions will be based on each consultant’s relevant experience, qualifications, and examples of previous work.

Consultants may request to be considered for the Pre-Qualified List, the Yardtopia Launch Campaign, the Water Quality Campaign, or any combination of the three. The work sought from capable consultants may encompass all aspects of customer outreach — including but not limited to marketing, advertising, social media, web content creation, video production, event promotion, creation of public education materials and customer tools, and development of strategic partnerships. Platforms may include traditional communications channels, streaming TV, digital news, streaming audio, social media, and more.

Consultants selected for the Pre-Qualified List under this RFQ will remain eligible for consideration and contract negotiation on an as-needed basis. Once a consultant has been pre-qualified, the pre-qualification status shall be valid for three years from the date of its initial pre-qualification. After that, IRWD will re-evaluate the consultant’s qualifications to determine its continued eligibility.

Following the initial establishment of the Pre-Qualified List and selection of consultant(s) for the Yardtopia Launch Campaign and Water Quality Campaign, IRWD will continue to accept qualifications and conduct evaluations with consistent criteria on a rolling basis until the expiration of the Pre-Qualified List on December 31, 2027.

IRWD makes no guarantee regarding the amount of work to be contracted. Actual contract periods and amounts will vary depending upon the services needed.

Selection by IRWD for placement on the Pre-Qualified List does not guarantee a contract award for professional services, and IRWD retains the right to cancel or terminate the Pre-Qualified List at any time. The Pre-Qualified List may be used by IRWD at its sole and absolute discretion.

Qualified outreach consultants must be adept at following and adapting a long-term plan; strong at developing and producing creative outreach campaigns to reach target audiences and move them to action; and know how to use creative tactics to reach a target audience, which for the Yardtopia Initiative is homeowners ages 28-43. Working closely with IRWD Communications staff, the contracted consultant will develop and produce creative content, conduct outreach, and conduct campaign(s). For the Yardtopia Initiative, the goal is to create a tipping point that gets IRWD customers thinking beyond the traditional grass lawn for their yards.

Consultants with relevant experience and qualifications are encouraged to respond. Statements of Qualifications are due by 5 p.m. Pacific Time on December 3, 2024.

I. Background on IRWD

Irvine Ranch Water District provides drinking water, sewage collection, sewage treatment, recycled water, and urban runoff treatment for almost half a million residents in 181 square miles of central Orange County, California. The District extends from the Pacific Coast to the foothills of the Santa Ana Mountains, serving all of Irvine, almost all of Lake Forest, the southern half of Newport Beach including Newport Coast, half of Tustin, small portions of Costa Mesa and Orange, and much of Orange County's unincorporated canyon areas.

Established in 1961 as an independent special district under the California Water District Code, IRWD is governed by a publicly elected five-member board of directors, who live in the community and are responsible for policies and decision-making. Day-to-day operations are supervised by the general manager and District staff.

IRWD's mission is to provide services in an efficient, cost-effective, and environmentally sensitive manner, producing a high level of customer satisfaction.

In the water industry, IRWD is viewed as an innovator. The District is recognized nationally as a leader in water efficiency and is known for its customer communications and award-winning water efficiency outreach. For the past three years, IRWD has been honored with J.D. Power's award for Highest Customer Satisfaction. IRWD's water efficiency campaigns have won awards such as PRSA Silver Anvil, OC-PRSA Protos, IABC Gold Quill, CAPIO EPIC, and the ACWA Huell Howser Excellence in Communication Award.

IRWD is committed to educating its community about the importance of water efficiency. IRWD and its teams strive to connect directly with their unique and diverse customers so that all resources are used in a smart and efficient manner.

Additional information about IRWD can be found at www.IRWD.com.

II. IRWD's Outreach

In recent years, IRWD's outreach has largely focused on water-efficiency and has included successful campaigns such as "See it from Your Lawn's Perspective," "The Shed Show," "#NoMoMow," "Wastey the Worst Mascot," and "Sprinkler issues? Get professional help."

Examples can be viewed on IRWD.com and on IRWD's YouTube page, <https://www.youtube.com/@IrvineRanchWD/videos>.

The campaigns have correlated with increased customer participation in IRWD water-efficiency programs with corresponding decreases in residential per-capita water use.

Now, IRWD is embarking on a new multi-year outreach campaign, titled the Yardtopia Initiative, which will comprise a number of campaigns. The overarching goal of the Yardtopia Initiative is to inspire, teach, and help customers “find themselves outside” by creating a yard they want to live in — inspiring IRWD customers to remove their grass and replace it with water-efficient landscaping.

The launch campaign will be the first large outreach using the newly developed Yardtopia branding. IRWD is expecting the Yardtopia Initiative to include several campaigns per year for five to 10 years.

Logos and visual brand identity have been created for the Yardtopia Initiative and are attached in Exhibit “A”.

III. Goals of the Yardtopia Initiative

The primary goals of the Yardtopia Initiative will be:

- A.** To successfully reach IRWD's customers, which includes:
 - i) Multi-generational, affluent, and bilingual households;
 - ii) Health-conscious, active, busy people who are particular about how they spend their money; and
 - iii) People drawn to research- and fact-based content and messages that highlight natural products and quality of life.
- B.** To move those customers to voluntarily replace their grass yards with a yard that is more water efficient, but not overgrown, while maintaining the manicured look of Irvine, California.
- C.** To sustain a message over several years for a continued push toward the tipping point of replacing lawn areas with water-efficient landscape or attractive living spaces.
- D.** To show customers how they can transform their yard in manageable steps.
- E.** To offer more help than just rebates — providing tools and resources to help customers get what they want from their yard.
- F.** To teach the community that grass and concrete are not the solution to creating a relaxing, family-friendly, beautiful, livable space.

IV. Goals of the Water Quality Campaign:

The project will encompass all aspects of the campaign including the planning and development of key messaging, graphics and video, a digital communications strategy and other tools and concepts to help customers understand that IRWD tap water is safe to drink, and that minerals in hard water are natural, beneficial to health, and merely a matter of taste.

A. Background:

Municipal drinking water systems in the United States are safer than ever, but increased marketing from businesses associated with water filtration systems and at-home testing kits has raised unwarranted public concern that the water is unsafe and of poor quality.

B. The ideal campaign will:

- i) Educate customers about water hardness in a fun and engaging way;
- ii) Alleviate unwarranted health concerns;
- iii) Provide tips on removing hard-water deposits on fixtures, and options regarding household treatments; and
- iv) Build customer confidence in their water quality and in IRWD.

C. Campaign content:

Many IRWD customers are non-native-English speakers who come from regions where the safety of one's drinking water may be of legitimate concern. Content should therefore be translated and/or include voiceover and/or closed-captioning into Simple Chinese, Korean and Spanish to ensure these audiences are reached.

V. Scope of Work

Although the following list is not intended to be exhaustive, consultants will be expected to provide the following services:

A. Campaign planning and administration

- i) (All campaigns) Using existing and ongoing customer research, become familiar with IRWD's diverse customers and what makes them unique;
- ii) (Yardtopia Initiative) Flesh out and implement a campaign to help people in our community rethink their yard and save water in the process; and
- iii) (Yardtopia Initiative) Focus on Millennials and Gen Z as core audiences to lead the change.

B. Creative strategy

- i) (All) Discover and implement new and innovative ways to reach IRWD's unique and diverse audience while using the platforms on which they spend the most time;
- ii) (All) Deliver aesthetically pleasing, demographically appropriate assets that can be adapted to all platforms; and
- iii) (All) Include video and audio in early stages of planning.

C. Production

- i) (All) Produce high-quality videos and complementary images that align with the creative strategy;
- ii) (All) Create web content and online tools for IRWD.com and/or Yardtopia.com;
- iii) (All) Deliver assets that can be used across multiple platforms and repackaged as needed; and
- iv) (All) Implement edits and fixes in a timely manner.

D. Metrics

- i) (All) Establish long- and short-term KPIs that are qualitative and not just quantitative;
- ii) (All) Provide monthly reports that can be easily understood by nonexperts and that do not contain industry jargon; and
- iii) (All) Provide in-depth end-of-campaign reports that go into significant detail, especially if strategy or results changed throughout the campaign.

E. Campaign execution and follow-up

- i) (All) Create and deliver a unified series of outreach and marketing campaigns to help customers visualize the topic;
- ii) (All) Obtain KPIs; and
- iii) (All) Listen to customers and learn, to inform future campaign executions.

VI. Requirements for Responsive Statements of Qualifications

The purpose of this Request for Qualifications (RFQ) is for each submitting consultant to demonstrate that it has the background, qualifications, competence, and capability to provide the outreach services outlined in the Scope of Work section. Submittals should include the following information organized in the following sections. Submittals that do not include the following information organized in the following sections will be deemed non-responsive.

A. Experience and Qualifications of Proposed Consultant:

- i) Name of proposed firm(s);
- ii) Point of contact and contact information for that individual;
- iii) Executive summary introducing consultant and its background and qualifications to provide the services requested;
- iv) Organizational chart;
- v) Disclosure of any joint venture; and

- vi) A statement saying whether the consultant is requesting to be considered for the **Pre-Qualified List**, the **Yardtopia Launch Campaign**, the **Water Quality Campaign**, or any combination of the three;

B. Proposed Team:

- i) Names of proposed project manager and team members;
- ii) Experience of the proposed project manager(s);
- iii) Description of the experience and capabilities of the team members related to the previously outlined Scope of Work. Specifically cover their experience and capabilities in the following:
 - 1) Water conservation/water use efficiency outreach campaigns
 - 2) Strategic and technical communication programs
 - 3) Creative outreach campaign concept development and implementation
 - 4) Graphic concept development, design, creation and production
 - 5) Logo concept development, design, creation and production
 - 6) Video services, including script development, shooting, editing and production
 - 7) Photography services, including shooting, editing and production
 - 8) Social media outreach campaign development and implementation
 - 9) Advertising campaign development, scheduling and implementation
 - 10) Document/report setup, proofing, editing, and layout (both web and print)
- iv) Proposed use of subcontractors for any of the work outlined in the Scope of Work;
- v) Resume for each significant member of the team;
- vi) If the firm is proposing for the Yardtopia Launch Campaign or the Water Quality Campaign, a commitment that the proposed key personnel assigned to the project will not be reassigned without prior written approval from IRWD; and
- vii) If the firm is proposing for the Pre-Qualified List, a commitment that the proposed project key personnel would be made available to IRWD if a contract were entered into, or that other team members of equivalent or greater experience and capabilities would be assigned.

C. Outreach Campaign Capabilities:

- i) A description of the project team's record of performance on similar projects for which your firm has provided services;
- ii) Include a discussion of such factors as control of costs, quality of work, and ability to meet schedules;

- iii) Provide 3-5 examples of work developed by the proposed team that demonstrate the agency's experience in the Scope of Work, particularly in the public utilities sector.

D. Yardtopia Launch Campaign Proposal:

(If you would like to be considered for the Pre-Qualified List and/or the Water Quality Campaign but are not submitting a proposal for the Yardtopia Launch Campaign, this requirement may be skipped without penalty.)

- i) Detail your proposed Statement of Work for developing, creating and producing the Yardtopia Launch Campaign. The proposal should comprehensively define and describe the individual tasks for the work effort.
- ii) Describe the consultant's technical plan for accomplishing the required work. Include tasks, sub-tasks, milestones and decision points related to the Statement of Work and proposed plan for accomplishment.
- iii) Provide assurance of the consultant's ability to complete all work considering the consultant's current and planned workload based on the proposed schedule.
- iv) Describe how your proposed campaign includes the key elements: Outreach strategy for introducing the Yardtopia brand, media plan outline and recommended KPIs, along with first-draft ideas for the following:
 - 1) Initial campaign (including slogan/theme)
 - 2) Video content and/or images relevant to your strategy and slogan
 - 3) Any other unique elements.

Consideration should also be given to how the Yardtopia Launch Campaign would lead to future campaigns and ongoing outreach. IRWD expects the Yardtopia Initiative to last five to 10 years and include several campaigns per year.

E. Water Quality Campaign Proposal:

(If you would like to be considered for the Pre-Qualified List and/or the Yardtopia Launch Campaign but are not submitting a proposal for the Water Quality Campaign, this requirement may be skipped without penalty.)

- i) Detail your proposed Statement of Work for developing, creating and producing the Water Quality Campaign. The proposal should comprehensively define and describe the individual tasks for the work effort.
- ii) Describe the consultant's technical plan for accomplishing the required work. Include tasks, sub-tasks, milestones and decision points related to the Statement of Work and proposed plan for accomplishment.

- iii) Provide assurance of the consultant's ability to complete all work considering the consultant's current and planned workload based on the proposed schedule.
- iv) Describe how your proposed campaign includes the key elements: Outreach strategy for education customers about water quality, media plan outline and recommended KPIs, along with first-draft ideas for the following:
 - 1) Initial campaign (including slogan/theme)
 - 2) Video content and/or images relevant to your strategy and slogan
 - 3) Any other unique elements.

Consideration should also be given to how the Water Quality Campaign would be used in ongoing outreach and potentially lead to future campaigns.

F. Pricing Structure and Cost:

- i) Provide the consultant's proposed fee structure. Please note that IRWD is interested in understanding the consultant's proposed fixed fee, hourly, and/or hybrid fee structure proposals. Feel free to propose more than one structure.
- ii) If an hourly fee structure is proposed, please provide a charge schedule for the various team members.
- iii) Please describe your approach to cost and budget management to ensure work is completed at or below budget.

G. References:

- i) Provide three client references that may be contacted by IRWD, including names, phone numbers and a brief description of the work performed for each of these clients, plus a printed or online example of projects produced for these clients.

H. Conflicts of Interest/Potential Conflicts of Interest:

- i) Documentation that personal or organizational conflicts of interest prohibited by law do not exist.
- ii) List of any Orange County water agencies or other Orange County utilities your agency is working with.

I. IRWD's Standard Professional Services Agreement

- i) A sample copy of IRWD's professional service agreement is attached as Exhibit "C". IRWD uses this standard agreement for contracting consultant services, like those covered by this RFQ. While IRWD prefers not to modify this agreement for any particular contracting of services, please include in your proposal any proposed modifications to the standard terms and conditions you would propose. IRWD will

consider your proposed modifications during consultant selection and retains the right to reject any portion of your proposed modifications.

- ii) Proof of the insurance coverage described in IRWD's Standard Professional Services Agreement.

VII. Selection Process

IRWD intends to select the consultant best suited to meet its needs for the Yardtopia Launch Campaign, the Water Quality Campaign and the consultants qualified for the Pre-Qualified List based on the SOQs received and interviews conducted. Submitting consultants should note that fee proposals and pricing, while important, will not be the deciding factor in final selection. IRWD will negotiate a final scope and fee for services with the selected consultants at the time of contracting.

The SOQs will be initially screened by the District and an invitation to interview with the District will be extended to selected agencies. Selected agencies may be invited to participate in one or more interviews, which may include an opportunity for the proposing agency to make a brief presentation to the District. The District anticipates that the initial interviews of selected agencies will take place at the District's office in Irvine, California, between December 17 and December 19, 2024.

A proposing agency shall bear the cost of preparing its proposal, any interviews, and/or meetings with the District as part of this selection process. The project manager(s) will be expected to be physically present for any interview the agency has been invited to participate in. IRWD is not inclined to waive the requirement for the project manager(s) to be physically present for the interview, but may accommodate alternative methods for participation, if justified in writing. Written clarification of a submitted SOQ may also be requested of a submitter.

Proposing agencies responding to the RFQ should note that IRWD is subject to the California Public Records Act, and all submitted information is subject to disclosure to the general public. All submittals will become the property of IRWD.

IRWD reserves the right to reject any and all proposals, waive any proposal formalities, and modify, postpone or cancel the proposed selection procedure at its sole discretion. The District, at its discretion, may waive any omission that it deems to be nonessential or inconsequential.

VIII. Proposal Evaluation Criteria

Proposals will be reviewed by the District and examined for compliance with all of the requirements of this RFP. In reviewing the proposals, the District will likely give the following weight to each of these portions of the response:

Requirements	Maximum Points, Pre-Qualified List ONLY	Maximum Points, Pre-Qualified List and Campaign*
A. Experience and Qualifications	20	20
B. Proposed Team	20	20
C. Outreach Campaign Capabilities	30	30
D. Yardtopia Launch or Water Quality Campaign Proposal	0	50
E. Pricing Structure and Cost	20	20
F. References	6	6
G. Conflicts of Interest	2	2
H. IRWD’s Standard Professional Services Agreement	2	2
Total	100	150

* If consultant is submitting for both campaigns, IRWD will evaluate each separately.

IRWD, at its discretion, reserves the right to modify the process or the weight given to any portion of the responses. The District, at its discretion, may waive any omission that it deems to be nonessential or inconsequential. While qualifications will be the primary criteria for selection, a firm’s pricing structure will be considered in conjunction with qualifications when IRWD makes its final selection.

IX. SOQ Submittal Format and Deadline

Responses to this RFQ should be in writing only and should respond to each element of the Scope of Work and submittal requirements as outlined above in order to qualify. Responses should be complete and self-contained within the SOQ and should not require reference to other documents or sources in order to be complete. URLs that link to online work samples are acceptable.

SOQ submittals that are not formatted with the section outlined in the “Requirements for Responsive Statements of Qualifications” will not be considered responsive and will not be evaluated. With the exception of resumes and work samples, information provided in exhibits, appendixes or as attachments will not be considered in determining if a submitted SOQ is responsive and will not be considered in evaluation of qualifications.

The maximum length of the proposal should not exceed 10 standard 8.5”x11” pages (excluding attachments such as resumes and work examples) if only submitting for the Pre-Qualified List. Any page(s) after page 10 may not be considered as part of the District’s evaluation process. A

proposal may include an additional 5 standard 8.5”x11” pages if submitting for the Yardtopia Launch Campaign and an additional 5 standard 8.5”x11” pages if submitting for the Water Quality Campaign. Excessive or irrelevant materials will not be favorably received.

To be considered, one electronic copy shall be delivered to IRWD no later than 5 p.m. Pacific Time on December 3, 2024. Late proposals will not be considered; no exceptions. The electronic copy in a searchable pdf format is to be emailed to IRWD Digital Communications Analyst Roxanne Ancona at Ancona@IRWD.com. The subject line shall read, “Public Outreach and Digital Marketing Services RFQ,” followed by the consulting firm’s name.

Questions may be directed to Ancona@IRWD.com by November 13, 2024. All responses to questions will be distributed to all potential RFQ respondents on November 18, 2024.

X. Anticipated Evaluation Timeline

Statements of Qualifications are due to IRWD no later than 5 p.m. on December 3, 2024. IRWD anticipates that it will review and consider Statements of Qualifications between December 3 and December 13, 2024. The target dates for initial interviews with finalists is December 17-29, 2024. The selection of a consultant and work on IRWD’s behalf is expected to begin shortly thereafter.

A. Schedule

Item	Date
RFP distributed	November 4, 2024
Questions due to IRWD	November 13, 2024
Responses to questions distributed	November 18, 2024
SOQs due to IRWD	December 3, 2024
Consultant interviews	December 17-19, 2024
Consultant selection	January 2025

XI. Additional Information and Changes

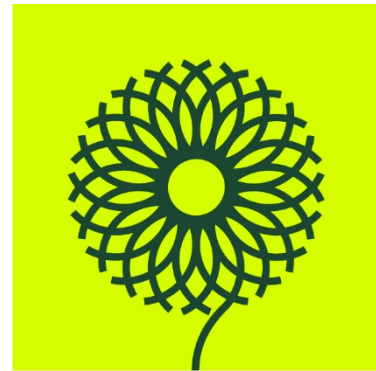
All requests for additional information shall be made via email to IRWD Digital Communications Analyst Roxanne Ancona at Ancona@IRWD.com. No oral modifications of this RFQ shall be valid. Any modifications shall be written and issued by RFQ addendum.

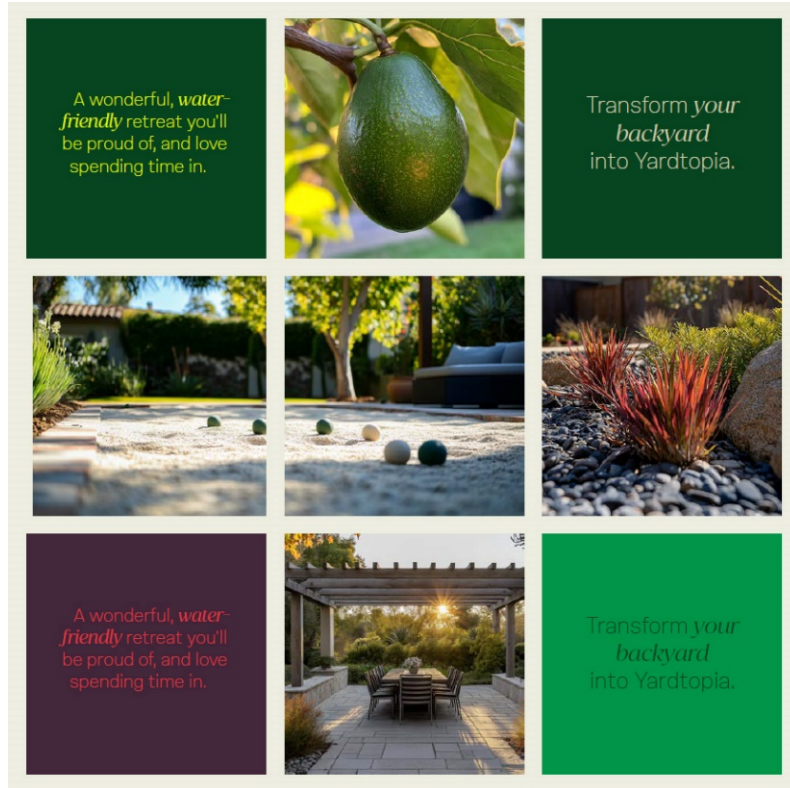
EXHIBIT "A"

LOGOS AND VISUAL BRAND IDENTITY

yardtopia™

yard
topia™





039 **INSTAGRAM STORIES**

This is an example of how our branding would be best applied to maintain consistency of look and feel on our Instagram Stories.

Specifications
1080 x 1920 pixels

INSTAGRAM STORY IDEAS
Features, Community, Our Campaign, Purpose, About, Yardtopia-In-Progress, Q&A, and FAQs.

EXHIBIT “B”

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is effective on _____, 20__ (“**Effective Date**”) and is between IRVINE RANCH WATER DISTRICT, a California Water District formed and existing pursuant to the California Water District Law (“**IRWD**”) and **CONSULTANT/VENDOR NAME** (“**Consultant**”). IRWD and Consultant are each a “**Party**” and together are the “**Parties**” to the Agreement.

A. IRWD requires technical or professional services of the Consultant, described as **DESCRIPTION OF SERVICES OR PROJECT** (the “**Services**”), described in more detail in the “**Scope of Work**” attached as Exhibit A, unless modified by any Variance (as described in Section 3, below).

B. IRWD shall pay the Consultant pursuant to Section 2 of this Agreement and the “**Compensation Schedule**” attached as Exhibit B.

C. The Parties intend by this Agreement to establish the terms and conditions under which Consultant will perform the Services.

The Parties therefore agree as follows:

1. Consultant Performance and Provision of Services

1.1 Services to be Provided. Consultant shall perform all Services identified in the Scope of Work. Consultant shall furnish all services, personnel, materials, equipment, tools, subsistence, vehicles, transportation and all other items necessary to perform the Services. Consultant shall pay applicable state or local fees necessary to obtain permits for the Services, unless otherwise provided in the Compensation Schedule.

1.2 Performance Standards. The Consultant shall provide the Services using the standard of care, skill, and efficiency ordinarily used by members of the profession practicing under similar circumstances as of the Effective Date in the same locality as IRWD.

1.3 Notice to Proceed. Consultant must not proceed with the Services until it receives specific written authorization from IRWD in the form of a “**Notice to Proceed**.” The Notice to Proceed will identify the commencement date upon which the Consultant shall commence the Services.

1.4 Authorization for Phases and Itemized Tasks. If the Scope of Work specifies that all or a portion of the Services are to be performed in phases or tasks, the Consultant must not proceed with any phase or task until separately authorized by IRWD in a written notice. Consultant shall immediately proceed with the authorized phase or task on the commencement date in IRWD’s authorization.

1.5 Performance and Schedule

- A. The duration of the Agreement commences upon the Effective Date.
- B. While time is of the essence in performing this Agreement, Consultant shall coordinate its performance of the Services with IRWD to ensure its timely completion of the Scope of Work.
- C. Consultant shall provide the Services in accordance with any schedule included in the Scope of Work.
- D. Consultant must promptly notify IRWD of any anticipated delays or causes or casualties beyond the Consultant's control which may affect the provision of Services. If the time for completing the Scope of Work is projected to be exceeded due to circumstances beyond the Consultant's control, then Consultant may have an additional amount of time to complete the Services if agreed upon in writing between the Parties pursuant to Section 3, Variances.

1.6 Consultant's Personnel

- A. Project Manager. Consultant shall assign a Project Manager and shall not remove the Project Manager without the prior approval of IRWD. If the Project Manager leaves the employment of the Consultant, upon written notice by the Consultant and approval by IRWD, which will not be unreasonably withheld, the Consultant may substitute the Project Manager with another person, who will possess similar qualifications and experience.
- B. Qualified Personnel. Consultant shall assign only personnel, including its employees and authorized subcontractors and subconsultants, who are qualified to perform the Services. If the quality of the Services or personnel assigned by Consultant is unacceptable to IRWD, Consultant shall promptly assign replacement personnel upon IRWD's request and approval of replacement personnel.

2. Compensation

2.1 Rate of Compensation. IRWD will compensate Consultant on a time and materials basis in accordance with the Compensation Schedule set forth in Exhibit B. Total compensation paid by IRWD will not exceed \$**Enter Dollar Amount** (the "**Not-to Exceed Amount**"), unless approved pursuant to Section 3.

2.2 Reimbursement of Expenses. IRWD will only reimburse Consultant for expenses detailed for reimbursement in the Compensation Schedule or for any approved Variance pursuant to Section 3.

2.3 Invoicing and Payment. Consultant shall submit invoices to IRWD no more frequently than monthly for the Services performed pursuant to this Agreement. Each invoice must itemize the Services rendered by task, if specific tasks are detailed in the Scope of Work, and the amount due in accordance with the Compensation Schedule or any approved Variance. Within 30 calendar days of receipt of each invoice, IRWD will notify Consultant in writing of

any disputed amounts included on the invoice and request a revised invoice. IRWD will pay all undisputed invoices within 30 calendar days of receipt of that invoice.

2.4 Payment Process and Verification. IRWD shall direct payment to the Consultant using the address provided on the W-9 that Consultant provides to IRWD. If the Consultant at any time requests payment be made to a different payee, address, account, or by a method that differs from the initial payment form (e.g. wire transfer versus check payment), including requests made in an invoice or email, then IRWD shall take reasonable steps to verify the request. If IRWD undertakes reasonable steps to verify the request, then Consultant will bear all responsibility for any payment that Consultant later claims was directed to the wrong payee, address, account, or method, including, for example, any fraudulently-requested change resulting from the Consultant's business email compromise.

3. Variances

3.1 Process for Variances. IRWD may request, or Consultant may recommend, that Consultant perform additional services or different services from those delineated in the original or amended Scope of Work. IRWD, in its sole discretion, may delete services from the Scope of Work (and the associated portions of the Compensation Schedule). Upon IRWD's request or Consultant's recommendation for additional or changed services, Consultant must provide a cost estimate, written description, and schedule for the additional or changed work.

3.2 Effect of Variance. Changes to the Scope of Work, Compensation Schedule, Not-to-Exceed amount, changes in time to perform the Services, and other amendments to the Agreement may only be made through, and take effect upon, the execution of a Professional Services Variance ("**Variance**"), in the form attached as Exhibit C. IRWD will not be required to pay for any additional or changed services rendered in advance of the execution of a Variance covering the additional or changed services. Following the execution of any Variance, all terms and provisions of the Agreement, except as expressly modified by that Variance, will remain in full force and effect.

4. Termination or Abandonment. IRWD may terminate or abandon any portion or all of the Services for any reason by giving at least ten calendar days written notice to Consultant. Upon termination, IRWD may take possession immediately of all Work Product, as defined in Section 10.2 of this Agreement, developed for the portion of the Services completed and/or being abandoned, and Consultant must deliver such Work Product to IRWD by the termination date. IRWD will pay Consultant for any portion of the Services rendered prior to the notice of termination and any necessary work through the termination date. If termination occurs prior to completion of any task of the Services for which a payment request has not been received, the fee for services performed during that task will be based on an amount mutually agreed upon by IRWD and Consultant. IRWD will not be liable for any costs other than described in this Section.

5. Insurance

5.1 Required Policies. Before commencing with the Services and without limiting Consultant's indemnification obligations provided within this Agreement, Consultant shall

always maintain the following policies of insurance with insurers possessing a policyholders' Rating of A- (or higher) and Financial Size Category of VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by IRWD. Consultant may not commence work until all required insurance documentation, including endorsements, is provided to IRWD. Failure to provide required insurance documentation may result in the immediate termination of the Agreement by IRWD, without complying with the notice period required by Section 4.

5.2 Policy Amounts

A. Comprehensive General Liability Insurance. Consultant shall maintain a comprehensive general liability insurance policy with coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury, personal injury, and, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

B. Automobile Liability Insurance. Consultant shall maintain an automobile liability insurance policy covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Project, including coverage for any owned, hired, and non-owned, rented, or leased vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Workers' Compensation Insurance. Consultant shall maintain a workers' compensation insurance policy (Statutory Limits) as required by state law, and if required to do so also maintain Employer's Liability Insurance (with limits not less than \$1,000,000). Consultant shall submit to IRWD, along with the certificate of insurance, a Waiver of Subrogation Endorsement in favor of IRWD, its directors, officers, employees, and agents. This coverage verification requirement is waived upon certification by Consultant that it has no employees or individuals who are defined as "employees" under the Labor Code, by signing below:

Consultant certifies that it currently has no employees or individuals who are defined as "employees" under the Labor Code and requests that the requirement be waived. Consultant shall immediately notify IRWD if, during the life of the Agreement, it hires employees and maintain the insurance required by this Section.

Consultant's Signature: _____ N/A
Printed Name: N/A
Title: N/A

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain a professional liability insurance policy that covers the Services in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be on or before the Effective Date of this Agreement. Consultant shall maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

E. Umbrella or Excess Policy. Consultant may use umbrella or excess Policies to provide the liability limits as required in this Agreement.

F. Drones. If Consultant will be using an Unmanned Aerial System (drone), then Unmanned Aerial System insurance coverage is required.

5.3 Additional Insured. General liability, automobile liability and all other applicable policies including excess/umbrella liability policies, shall provide, or be endorsed to provide, that IRWD, its directors, officers, employees, and agents, are additional insureds under such policies.

5.4 Primary Non-Contributory. For any claims related to this Agreement, the Consultant's insurance, including umbrella/excess coverage, must be primary and non-contributory. Any insurance or self-insurance maintained by IRWD, its directors, officers, employees, and agents will be excess of the Consultant's insurance and will not contribute to such insurance.

5.5 Waiver of Subrogation. All insurance coverage maintained pursuant to this Agreement must be endorsed to waive subrogation against IRWD, its directors, officers, employees, and agents, or must specifically allow Consultant to waive its right of recovery prior to a loss. This provision applies regardless of whether or not IRWD has received a waiver of subrogation endorsement from the insurer.

5.6 Notice of Cancellation. Consultant shall oblige its broker and insurers to provide IRWD with a 30-day notice of cancellation (except for nonpayment for which a ten-day notice is required) or nonrenewal of coverage for each required coverage. If the Consultant's insurers are unwilling to provide such notice, then Consultant shall notify IRWD immediately if Consultant fails to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

5.7 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, IRWD requires and is entitled to the broader coverage and/or the higher limits maintained by the Consultant.

5.8 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policies shall not contain any cross-liability exclusions.

5.9 Self-Insured Retentions. Any deductibles or self-insured retentions must be declared in writing.

5.10 Timely Notice of Claims. Consultant shall give IRWD prompt and timely notice of claims made, or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

6. Indemnification

6.1 Consultant must indemnify, defend and hold IRWD and its directors, officers, agents, employees, and other entities for which IRWD's directors are the governing body, harmless from all damages, costs, liability claims, losses, judgments, penalties and expenses, including reasonable attorney's fees as a result of or arising out of relating to the Services provided under this Agreement, including but not limited to: (a) any injury to persons (including wrongful death) or property caused by the negligent acts, errors or omissions, or recklessness or willful misconduct of Consultant, its officers, agents or employees, or Consultant's breach of its obligations in performing this Agreement; or (b) any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party. This indemnification will survive the termination or expiration of the Agreement.

6.2 The Consultant's procurement of insurance does not limit Consultant's liability or full performance of Consultant's duties to indemnify, hold harmless and defend under Section 6.1 of this Agreement.

7. Compliance with Conflict of Interest Laws.

7.1 Consultant must comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Sections 1090 et seq. and 81000 et seq. of the California Government Code.

7.2 If Consultant is providing financial or engineering services, then Consultant (if a person) or one or more of its agents or employees may be a "**Designated Person**" under IRWD's Conflict of Interest Code. A Designated Person includes any person who "makes" or "participates" in a governmental decision.

A. A consultant "makes" a governmental decision if they authorize or direct any action, or obligate or commit IRWD to any course of action, or enter into any contractual agreement on behalf of IRWD.

B. A consultant "participates" in a governmental decision when they provide information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review.

7.3 Consultant shall ensure that each Designated Person completes and files with the IRWD District Secretary an FPPC Form 700 (Statement of Economic Interests) within 30 days from the Effective Date of this Agreement, and annually by the due date set by the FPPC, and within 30 days of the end of the Agreement, unless IRWD's General Manager, or designee, determines that Consultant is exempt by signing the exemption approval below:

CHECK ONE BOX BELOW. EXEMPTION APPROVAL REQUIRES SIGNATURE OF GENERAL MANAGER OR DESIGNEE

- Consultant is not providing financial or engineering services and is not required to comply with the Form 700 reporting requirements.
- Consultant is providing financial or engineering services or otherwise subject to reporting under the Conflict of Interest Code, and therefore any agent or employee of the Consultant who “makes” or “participates” in a governmental decision for IRWD must comply with the Form 700 reporting requirements described above.

EXEMPTION APPROVAL

- Consultant is providing financial or engineering services, but has been determined to be exempt from Form 700 reporting requirements because in the scope of performing this Agreement, the Consultant and any of its employees or agents will not be “making” or “participating” in a governmental decision, as described above, because IRWD staff will be providing significant intervening substantive review.

I hereby determine that the Consultant is exempt from Form 700 Reporting for IRWD pursuant to the Conflict of Interest Code.

Date: **INSERT DATE (down arrow)**

Signature: _____ N/A

Name: Paul A. Cook or Designee Name: N/A

Title: General Manager/Designee

8. Consultant’s Role, Representations and Warranties

8.1 Consultant is an independent contractor and not an agent or employee of IRWD, and Consultant has no authority to act as an agent of IRWD or to enter into any agreement for or on behalf of IRWD. In performing this Agreement, the Parties are not the agents, employees, partners, joint venturers or associates of one another.

8.2 Consultant is free from the control and discretion of IRWD in connection with the performance of the Services and Scope of Work. Consultant alone will determine the method, details and means of performing the Services, as described in the Scope of Work.

8.3 Consultant represents that by virtue of its experience and training, it is qualified to perform the Services identified in the Scope of Work, and available to provide the personnel, tools, equipment, materials, and facilities necessary to accomplish the required Services as provided by this Agreement.

8.4 Consultant represents and warrants that it is customarily engaged in an independently established business of the same nature involved in the provision of the Services, it contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from IRWD, and it advertises and holds itself out to the public as available to perform the same or similar type of Services as those being provided to IRWD.

8.5 If the work done in connection with the Services and Scope of Work is performed in a jurisdiction that requires the Consultant to have a business license or business tax registration, Consultant represents and warrants that it has the appropriate business license or business tax registration throughout the duration of this Agreement.

8.6 Consultant represents that it carries all applicable licenses, certificates, insurance, and registrations in current and good standing that may be required to perform the Services, and that it shall retain all such licenses, certificates, insurances, and registrations in active status throughout the duration of this Agreement and shall provide them to IRWD upon request.

9. Prohibition on Subcontracting and Subconsulting. Except as specifically identified in the Scope of Work or any variance, the Consultant shall not subcontract or subconsult any portion of the Scope of Work without IRWD's prior written approval, and any attempt to do so will be void and have no effect. Any subconsultants, subcontractors, or other party brought onto or involved in the project/service by Consultant (collectively "**subcontractor**"), must meet the same minimum insurance coverage and endorsements required of Consultant, and provide proof of that insurance to IRWD if requested. Consultant shall monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant shall submit to IRWD, upon request, all agreements with subcontractors. Consultant shall indemnify, defend, and hold harmless IRWD from any claims made by any subcontractor arising out of or relating to this Agreement or the Services. IRWD may immediately terminate this Agreement for the Consultant's failure to comply in any respect with this Section 9.

10. Documents and Records

10.1 Confidentiality of Information. The Consultant shall hold all information provided to it by IRWD as IRWD's confidential information, and hold any of IRWD's confidential information in confidence, exercising all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the Services. The Consultant must not disclose confidential information without IRWD's prior written consent. IRWD will grant such consent if disclosure is legally required. Upon request, all IRWD information must be returned to IRWD upon the termination or expiration of this Agreement.

10.2 Right to the Work Product. All original drawings, concepts, specifications, calculations, estimates, studies, reports, memoranda, records, reference materials, data, charts, renderings, computations, compilations, submittals and any other documents developed or compiled for IRWD under this Agreement, whether hard copy or electronic ("**Work Product**") are and will remain the property of IRWD, without restriction upon their use or dissemination by IRWD, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the Effective Date of the Agreement and disclosed to IRWD when the Work Product is transferred to IRWD. IRWD will be entitled to copy and access the Work Product during the progress of the work. Consultant may make and retain copies of the Work Product for its records as desired, but Consultant shall not make the Work Product the subject of a copyright application by Consultant. The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or

both) and that all materials prepared under and Services provided under this Agreement do not and will not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

10.3 Public Records

A. Public Records Act Acknowledgment. Consultant acknowledges that IRWD is a public agency subject to the Public Records Act (“**PRA**”). Consultant consents to the public disclosure of this Agreement, including exhibits and attachments, its proposal, and any other information provided to IRWD unless that material is conspicuously marked as confidential, and Consultant waives all claims against IRWD, its directors, officers, employees, and agents, for the disclosure of such information. If IRWD receives a request to disclose information that was provided to IRWD by Consultant in the course of performing this Agreement and that was designated by Consultant as “confidential information,” IRWD will notify Consultant of that request. If Consultant objects to the disclosure, Consultant shall expeditiously, at its sole expense, seek a court order to prevent the disclosure, and absent the granting of such an order, IRWD will release the information as required by applicable law.

B. PRA Action Indemnity. Consultant shall indemnify, defend, and hold harmless IRWD, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys’ fees), and pay any and all costs and expenses, including attorneys’ fees, related to the withholding of the records designated as confidential by Consultant. If Consultant fails to accept a tender of a defense, IRWD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated in the Agreement.

10.4 Data Protection and Security. If the Consultant will be receiving, using, or creating any personal identifying information or security, financial, or other confidential information of IRWD, Consultant shall abide by all terms in the Data Protection and Security Addendum (Exhibit D).

- | |
|--|
| <ul style="list-style-type: none"><input type="checkbox"/> Consultant will be receiving, using, or creating information requiring compliance with the Data Protection and Security Addendum, Exhibit D.<input type="checkbox"/> Consultant will not be receiving, using, or creating information requiring compliance with the Data Protection and Security Addendum and the Addendum is excluded from the Agreement. |
|--|

11. Notice. Any notice, communication or instrument required or desirable to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, with a courtesy copy via electronic mail, and will be effective upon receipt. The Parties may change their own notice address upon notice to the other Party. Notices must be addressed to:

IRWD:

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618-3102
Attn: Roxanne Ancona
CC by email to: ancona@irwd.com

Consultant:

Consultant Name
Address
City, State, Zip
Attn: Name
CC by email to: Email Address

12. Miscellaneous

12.1 No Obligation to Other Parties. IRWD has no obligation under this Agreement to any party other than Consultant.

12.2 Successors and Assigns. This Agreement and all its terms, conditions, and provisions inure to the benefit of and are binding upon the Parties, and their respective successors and assigns; provided, however, that no assignment of this Agreement may be made without written consent of the Parties. Any attempt by Consultant to assign or otherwise transfer any interest in this Agreement without the prior written consent of IRWD is void.

12.3 Governing Law and Venue. This Agreement will be governed by the laws of the State of California. Any action regarding the interpretation or enforcement of this Agreement must be filed in the County of Orange, California.

12.4 Attorney's Fees. If a Party commences an action against any other Party to enforce its rights or obligations arising from this Agreement, the prevailing Party, in addition to any other relief and recovery awarded by the court, will be entitled to recover all costs plus a reasonable amount of attorney's fees.

12.5 Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the Party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

12.6 Construction of Agreement. If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

12.7 Conflicting Provisions. If a conflict arises between the terms of the body of this Agreement (all pages leading up to and including the signature page) and any proposal, term, or condition furnished by the Consultant, the terms of the body of this Agreement will prevail and control over any conflicting terms.

13. Public Works Requirements

13.1 Application of Requirements. If the Scope of Work includes work to be performed during the design, preconstruction or post-construction phases of construction, including, but not limited to, geotechnical, surveying or inspection work, or any other work that has been determined by the California Director of Industrial Relations to constitute “public work,” that portion of the Scope of Work is subject to the following provisions.

13.2 Labor. The requirements of this Section apply to the public works portion of the Scope of Work, if it is more than \$1,000 (Labor Code 1771). The requirements apply to geotechnical, surveying and inspection work.

A. Compliance Monitoring; Registration; Notices. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Qualification to engage in the performance of any of the work requires that Consultant and its subcontractors maintain their current registration to perform public work pursuant to Labor Code Section 1725.5. Consultant shall post on the jobsite all notices as prescribed by law or regulation.

B. Prevailing Wage Requirements. Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations has determined the prevailing rate of wages for the locality in which the Scope of Work is to be performed and IRWD has adopted that prevailing rate of wages. A copy of the prevailing wage rates can be found online at <http://www.dir.ca.gov/dlsr/pwd>. A copy of those prevailing wage rates must be posted at the jobsite by Consultant. Consultant and its subcontractors must comply with Labor Code Section 1775 regarding the payment of prevailing wages. Consultant shall forfeit as a penalty to IRWD \$25 for each worker employed in the execution of the Scope of Work by Consultant or any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Consultant in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half (1½) times the basic rate of pay as provided in Section 1815.

C. Payroll Records. Consultant and each of its subcontractors shall keep an accurate payroll record, containing the information, prepared in a format, verified by written declaration, made available for inspection and marked to prevent disclosure of individual worker information upon making it available for inspection, and shall inform IRWD of the location of payroll records and any change in location, all in accordance with the requirements of Labor Code Section 1776 and subject to penalties to be forfeited to IRWD as provided therein. The payroll records shall be submitted monthly to IRWD and directly to the Labor Commissioner.

D. Apprentices. If the Public Works portion of this Agreement is \$30,000 or more, Consultant and any of its subcontractors shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Department of Industrial Relations. Willful violations of Section 1777.5 will result in forfeiture of one hundred dollars (\$100) for each calendar day of noncompliance, or up to three hundred dollars (\$300) for each calendar day of noncompliance for second and subsequent violations within a three-year period that result in apprenticeship training not being provided as required by the Labor Code, and may also result in debarment sanctions in the case of violations, as determined by the Labor Commissioner pursuant to Section 1777.7. Section 1777.7 also imposes requirements that, if not observed by Consultant, will result in Consultant's liability for subcontractor violations of Section 1777.5.

E. Subcontracting. Consultant is prohibited from performing any of the work with a subcontractor who is ineligible to perform such Work pursuant to Section 1777.1 or 1777.7 of the Labor Code. Consultant agrees that in accordance with Public Contract Code Section 6109, a subcontract with an ineligible subcontractor is void as a matter of law, amounts paid to the subcontractor shall be returned to IRWD, and Consultant is responsible for paying wages of the subcontractor's employees if the subcontractor is allowed to perform any part of the work.

F. Certificate Regarding Workers' Compensation. Pursuant to Labor Code Section 1861, Consultant must certify as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

13.3 Excavation Plans for Worker Protection. To the extent that the Public Works portion of the Scope of Work exceeds \$30,000 and involves excavation of any trench five feet or more in depth Consultant shall submit to IRWD for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. The plan shall be prepared by a registered civil or structural engineer who is licensed by the State of California. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the safety orders.

13.4 Miscellaneous.

A. Audit. If this Agreement exceeds \$10,000, then pursuant to Government Code Section 8546.7, this Agreement, and Consultant and IRWD as the contracting parties, are subject to the examination and audit of the California State Auditor, at the request of IRWD or as part of any audit of IRWD, for a period of three years after the final payment under the Agreement.

B. License. Consultant shall require that its subcontractors for geotechnical, surveying, inspection or similar work performed as part of Consultant's Scope of Work possess a State of California license for the contracting class(es) applicable to that work.

14. Integration; Amendment. This Agreement represents the entire understanding between IRWD and Consultant with respect to the Services. No prior oral or written understanding has any force or effect with respect to those matters. Except as stated in Section 3.4 of Exhibit D, this Agreement may not be modified or altered except in writing signed by both Parties.

15. Counterparts. This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original. Electronic or digital signatures will be accepted as well as wet-signed originals. A signed copy of this Agreement delivered by electronic transmission will have the same legal effect as delivery of a wet-signed original of this Agreement.

CONSULTANT (ADD NAME):

By: _____
Print Name
Title
Date:

IRVINE RANCH WATER DISTRICT:

By: _____
Print Name
Title
Date: