



Request for Qualifications for

**Information Technology
Managed Services**

For the purposes of assessing, recommending, improving, and maintaining the existing IT structure.

November 18, 2024

1.0 Purpose

The Antelope Valley-East Kern Water Agency (AVEK or Agency) is seeking a competent, experienced, professional, and impartial Managed Services Provider (Provider or Firm) to provide full-service information technology management and support, including, but not limited to, network analysis and technical support, PC desktop technical support, network maintenance, software integration support, hardware and software recommendations, procurement, provisioning, and assistance with IT policy and procedure development. The required services and performance conditions are more fully described in the Scope of Services.

The Agency has no dedicated IT personnel on staff and thus, the successful Firm is expected to act as an extension of Agency staff and operate in a professional and efficient manner. The selected Firm must have the ability to provide the desired services with U.S. based personnel. The selected Firm will be expected to enter into a three-year contract with an optional two-year extension. Refer to Appendix A for a sample of the contract.

2.0 Proposed Schedule

The following timeline is anticipated for this Request for Qualifications (RFQ):

QUESTIONS DUE	Wednesday, November 27, 2024 by 5:00PM PST
RESPONSES PROVIDED	Friday, December 6, 2024
PROPOSALS DUE	Friday, December 20, 2024 by 5:00PM PST
AWARD OF CONTRACT	January 28, 2025

Questions about the scope and/or practices of AVEK that are not addressed in this document may be submitted to Benjamin Melendez via email (bmelendez@avek.org) no later than 5:00 p.m. on November 27, 2024. All questions received will be responded to by written addenda distributed to all participating firms.

3.0 Background and Technical Environment

AVEK's mission is to deliver reliable, sustainable and high quality supplemental water to the region in a cost-effective and efficient manner. To support this mission, AVEK will contract with a qualified Firm to manage its Information Technology Systems.

AVEK provides supplemental water to its 2,400 square mile territory covering parts of Los Angeles and Kern County. Potable water is provided through seven major treatment facilities and several smaller facilities including well sites and turnouts.

More information about AVEK can be found at <https://www.avek.org/about-us>.

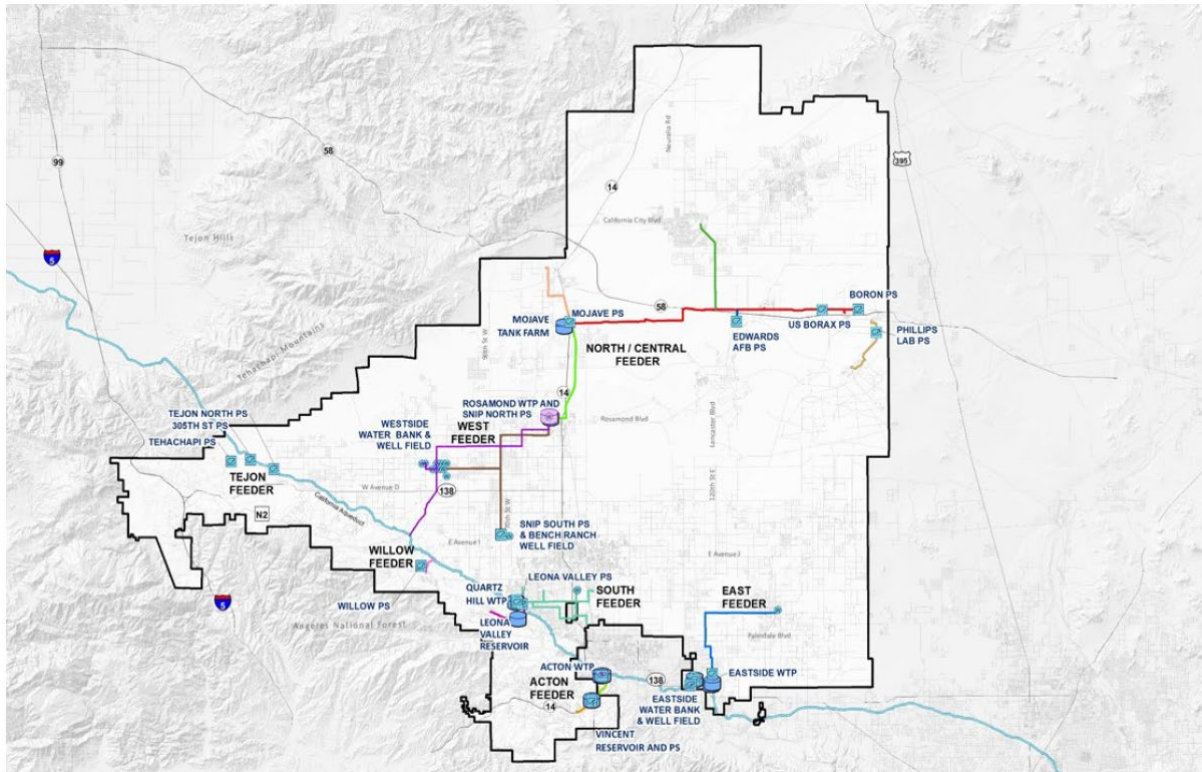


Figure 1 - AVEK Service Area Boundary and Major Infrastructure

AVEK outsources all IT functions, including hardware and software technical support, network management and administration, server management and maintenance, cybersecurity monitoring and maintenance, software application maintenance, and as-needed IT/networking project development, implementation, and support. Information technology providers are currently managed by the Agency's Engineering Department with close coordination between all user departments.

AVEK's technical environment consists of seven (7) locations with hardware, seventy-three (73) workstations (desktops and laptops), and several network appliances and software applications. Approximately fifteen (15) of these workstations are located at the treatment plant and water bank locations and connected to the Agency's SCADA system which operates and controls the drinking water treatment plants and water wells and have different patching and management requirements. Knowledge of drinking water treatment plants and the critical importance of SCADA systems is a desired qualification for this RFQ, however, programming, maintenance, and management of the SCADA system is NOT within the scope of this contract.

The seven locations are:

- Quartz Hill Water Treatment Plant (QHWTP) and Administrative Headquarters (Palmdale, CA)
- Rosamond Water Treatment Plant (RWTP) (Rosamond, CA)

- Eastside Water Treatment Plant (EWTP) (Littlerock, CA)
- Eastside Water Bank (EWB) (Littlerock, CA)
- Acton Water Treatment Plant (AWTP) (Palmdale, CA)
- Westside Water Bank (WWB) (Neenach, CA)
- High Desert Water Bank (HDWB) (Neenach, CA)

Workstations utilize both standard software suite and specialized applications. Standard workstations have the following typical configuration:

- Windows 10 Pro and Windows 11 Pro
- Microsoft Office 365
- Microsoft Teams
- Adobe Acrobat, Adobe Acrobat Pro, Adobe Suite Products

In addition to the standard software suite, individual departments utilize specialized software such as:

- Accounting: Sage50
- Engineering: AutoDesk and ArcGIS Pro
- Laboratory: Confidence Sample Master LIMS
- Maintenance: UpKeep asset management
- Operations: Avadine Latis and Ignition SCADA by Inductive Automation

The selected Firm is expected to serve as the Agency's representative when working with software vendors for installation or troubleshooting of all software applications.

Administrative headquarters utilizes a physical server with virtual machines and Active Directory Domain Controller. Employees at remote sites have individual workstations with local storage and/or OneDrive access.

Other IT systems include a Voice Over IP (VOIP) phone system, a Crestron audio/visual system, a Ubiquity radio network, and a CCTV system with security cameras from various providers. Familiarity with these or similar systems is desirable to assist the Agency with troubleshooting, recommendations and coordination with these vendors' IT support teams. If the responding Firm has suitable personnel, expertise, and experience, support of Crestron and CCTV systems can be provided as an optional item in the response.

4.0 Scope of Services

4.1 Onboarding Services

The Provider is to undertake all standard onboarding services necessary to familiarize Provider with the Agency environment and establish a relationship for successful implementation of the Monthly Services described below. Onboarding services should include, but not be limited to:

- Distribution of materials necessary to familiarize Agency employees with Provider and

Provider's services.

- Distribution of contact information and methods for initiating a support call/ticket.
- Installation of standard monitoring agents and support software.
- Review of existing network configuration, server configuration, and inventory of existing devices.
- Site visit(s) by assigned primary technician to gain familiarity with the Agency environment and facilities.
- Development of a five-year plan for improvements to the Agency's network devices, network configuration, cybersecurity tools and practices, and disaster recovery. The plan should include rough order of magnitude (ROM) budget estimates.
 - To support development of the plan the Provider shall:
 - Confirm architecture of existing network segmentation.
 - Perform penetration testing on network.
 - Review and confirm configuration of high availability/failover internet.

To assist with onboarding AVEK will provide available network diagrams, inventories, information regarding the Agency's business operations and policies, and any other available relevant information. The Agency will be available for consultation, coordination, and review of onboarding activities and will provide access to facilities, as necessary.

4.2 Monthly Services

Standard monthly services shall include at a minimum:

- Unlimited U.S. based technical support between the hours of 6:00 a.m. to 5:30 p.m. Pacific Time, Monday through Friday for all Agency employees and directors on Agency-provided devices.
- Prioritized and expedited support for designated executive and management level employees (up to 10 users) with 24x7x365 support and maximum 1 hour response times.
- One, eight-hour, monthly visit onsite by assigned primary technician.
- 24x7x365 server monitoring, including review of process logs for abnormalities, disk utilization, etc.
- 24x7x365 critical server events remediation
- Unlimited server infrastructure support
- Unlimited network device and network security infrastructure support, including uptime monitoring and confirmation of failover status.
- Unlimited firewall support
- Unlimited backup & storage infrastructure support, including confirmation of successful backups.
- Regular review of cybersecurity tools for unusual activity.
- Server patch management
- Monitor workstations for critical Operating System (OS) or software updates; contact users to assist with installation of critical OS or software updates.

- Quarterly service delivery reviews documenting the status of outstanding issues.
- 3rd party vendor management and support
- Procurement and provisioning services
- Hardware utilization reporting
- Dedicated Account Manager
- Annual comprehensive infrastructure review and documentation
- Annual cybersecurity training for employees and Board of Directors

4.3 Minimum Expectations

The Provider is expected to:

- Ensure adequate staffing resources to address major and immediate problems, staffing irregularities, and planned significant upgrades.
- Engage advanced level technical resources or consultants when complex and/or significant problems arise.
- Provide prompt, professional, and effective services.
- Assign and provide contact information for dedicated technical team members servicing the Agency who are familiar with the Agency environment.
- Work harmoniously with Agency staff and consultants.
- Provide an effective work order tracking system (ticket system) that allows work requests to be opened, documented, and completed in accordance with a prioritized service level response time.
- Document ticket resolution steps in detail to assist with resolution of future, similar issues.
- Communicate ticket status to user with regular updates throughout the problem resolution cycle and follow up with user on effectiveness of resolution prior to closing the ticket.
- Make recommendations on improving Agency hardware, software, cybersecurity practices, procurement/replacement schedules, networking, cabling, redundancy, disaster recovery, and other processes.
- Enforce all Agency policies relating to the use of information technology resources.
- Assist Agency staff with an annual presentation to the Board of Directors regarding IT status and planning recommendations.

5.0 Instructions for Submitting Quotations

5.1 General Qualifications

- The Agency requires responses submitted by primary Firms only. The primary Firm will have complete and exclusive responsibility of satisfying all Agency conditions and requirements during the life of the agreement.
- All proposed subconsultants must be identified by name with a description of the work they

will provide. Any substitution of subconsultant proposed after the submittal date can only be made with prior approval of the Agency.

- Primary Firm must be responsible for at least half the annual value of the proposed work consistent with the scope of work as noted in the RFQ.
- Primary Firm must have experience in providing a similar scope of work with at least two similar organizations.

5.2 Acceptance of Submittals

The Provider must submit RFQ responses in pdf format to: bmelendez@avek.org.

Responses received after the “Proposals Due” date and time listed on the first page will not be considered. It is the Provider’s sole responsibility to ensure that their response is received appropriately by the due date.

5.3 Information to be Submitted:

The information provided must be concise, well-organized, and demonstrate the Firm’s qualifications and experience related to the services requested. Information provided shall include, as a minimum, the following information:

Summary:

- Include a discussion of the highlights, key features, and distinguishing qualities or qualifications of the Firm as they relate to this RFQ. Limit this section to a maximum of two pages.

Firm Profile:

- Include a brief description of the Firm’s size, years in business, location, and organizational structure. Provide information on the Firm’s financial stability, capacity, and resources. If applicable, include similar information for proposed subconsultants.
- Include a listing of any lawsuit and/or subconsultants’ litigation and the outcome of that action resulting from (a) any project undertaken by the Firm or by its subconsultants where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

Firm Qualifications

- Include a description of the Firm’s and subconsultant’s qualifications and previous experience providing IT Managed Services with other public municipalities and private sector companies. The description should include a summary of the services provided, the period over which the work was completed, and any special projects completed outside of the standard services. Provide at least five references for clients with which the Firm has provided IT Managed Services.
- Provide a description of your experience with management of SCADA systems at water

treatment facilities, if any.

Approach & Innovations

- This section of the response shall establish the Firm's understanding of the Agency's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the required service, outlining the approach that would be undertaken in providing the requested services. Include a timetable and details of the onboarding process envisioned by the Firm. Provide details regarding specific monitoring agents, tools, client portals, service response times and priorities, and other value-added benefits that will assist with the evaluation of the Firm's ability to meet the Agency's objectives.

Project Staffing

- Discuss how the Firm would propose to staff this project. Identify the Firm's key project team members, including the proposed assigned primary technician. Team members shall be identified by name, primary location, years employed by the Firm, specific responsibilities, and qualifications. An organizational chart for the project team and resumes for the Firm's key personnel shall be included. Key Firm personnel will be a crucial factor considered by the Review Team or Committee. There can be no change of key personnel once the quotation is submitted, without prior approval of the Agency.

Cost Sheet and Rates

- Monthly Costs: Include the proposed monthly costs to provide the Monthly Services described above. This price should be an "all-in" price inclusive of any agents or tools utilized to provide the Monthly Services.
- Onboarding Costs: Include a one-time cost for Onboarding as described above.
- Rate Sheet: Provide a rate sheet with hour rates per employee class to serve as a basis for future one-time project work. Any other additional costs not included in the Monthly Costs or Onboarding Costs should be listed here as well.

6.0 Interview and Selection Process

6.1 Interviews

The Agency, at its discretion, may conduct interviews at which time the Firm's key personnel may be requested to present their qualifications. Interviews are anticipated for this Project prior to selection.

6.2 Selection Process

The factors used to evaluate quotations received may include, but are not limited to:

- Completeness and thoroughness of Response.
- Project approach and understanding.

- Scope of work, methodology and innovative ideas.
- Technical expertise of Project team with emphasis on key members.
- Demonstrated successful history of providing similar services by proposed team members.
- Total cost
- Interviews

6.3 Questions and/or Clarifications

Please direct any questions regarding this RFQ to Benjamin Melendez, Engineering Technician, via e-mail at bmelendez@avek.org. Questions must be received by 5:00 p.m. on November 27, 2024. All questions received will be responded to by written addenda distributed to all participating firms.

6.4 Notice of Award

AVEK's personnel will review all submissions and notify firms of the outcome by no later than February 28, 2025.

7.0 General Terms and Conditions

Proposals must be valid for a minimum of 90 calendar days from the due date. AVEK reserves the right to accept or reject any or all responses and to negotiate with one or multiple responding firms. The successful firm will be awarded a contract on the basis of the best interests of the Agency regardless of cost, at the Agency's sole discretion. AVEK reserves the right to waive irregularities in any response and/or, to request clarifying information it deems appropriate from one or more respondents.

APPENDIX A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

NO. _____

DATE: _____

PROJECT: _____

PARTIES TO THE AGREEMENT:

ANTELOPE VALLEY - EAST KERN WATER AGENCY, a California public water agency

Designated Official: Name: _____
 Title: _____
 Phone: _____

Mailing Address: 6500 West Avenue N
 Palmdale, CA 93551

CONSULTANT _____

Representative: Name: _____
 Title: _____
 Phone: _____

Address: _____

Mailing Address (if different): _____

TERM OF SERVICE:

Commencement Date: _____

Completion Date: _____

CONTRACT AMOUNT: _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____, and is between _____, a _____ ("CONSULTANT" or "Consultant") and the Antelope Valley - East Kern Water Agency, a California public water agency ("AGENCY" or "AVEK"). The CONSULTANT and the AGENCY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

A. Recitals.

(i) The AGENCY desires to enter into this Agreement with CONSULTANT as an independent contractor to perform the following services: _____

(ii) The CONSULTANT represents and warrants that it is fully qualified to perform the services required herein by virtue of its experience and the training, education and expertise of its principals and employees.

B. Agreement.

NOW, THEREFORE, the Parties agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The AGENCY hereby engages the CONSULTANT and the CONSULTANT shall perform the services required under this Agreement.

2.0 SCOPE OF SERVICES. The CONSULTANT shall perform during the term of this Agreement, those services identified as _____ in CONSULTANT's proposal and incorporated by reference herein, and as further set forth in Attachment "B" attached hereto, all to AGENCY's reasonable satisfaction (collectively, the "Services"). The CONSULTANT shall commence performance of the Services upon receipt of a written notice from _____ the Designated Agency Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization. Consultant hereby designates _____ or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

The AGENCY may, from time to time, request changes in the scope of Services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice from the Designated Official and shall perform the Services in a timely, diligent manner in accordance with the Schedule of Performance included in Attachment B. Consultant represents that it has the professional and technical

personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Performance, AVEK shall respond to Consultant's submittals in a timely manner. Upon request of AVEK, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Performance.

4.0 TERM. The term of this Agreement shall commence on _____, and shall remain in full force and effect until _____, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. Subject to the maximum compensation amount hereafter provided, the AGENCY shall compensate the CONSULTANT for the term of this Agreement based on the hourly rates set forth on Page 4 of the CONSULTANT's Proposal, attached hereto as Attachment "B." The maximum, "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive pursuant to this Agreement is \$ _____. No claims for additional compensation shall be allowed unless authorized in advance by the AGENCY in writing. Any additional work or expenses authorized by the AGENCY shall be compensated at the rates set forth on Page 4 of Attachment B. The AGENCY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

6.0 PAYMENT. Each month the CONSULTANT shall submit invoices to the AGENCY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONSULTANT shall remit the invoices to the address for the AGENCY specified on page one of this Agreement. The AGENCY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The AGENCY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The AGENCY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT.

7.0 STANDARD OF SKILL. The CONSULTANT warrants that it possesses the professional expertise necessary to perform the Services. The AGENCY relies upon the skill of the CONSULTANT, and the CONSULTANT's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and the CONSULTANT and CONSULTANT's staff, shall perform the Services in such manner. The CONSULTANT shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of the CONSULTANT's work by the AGENCY shall not operate as a release of the CONSULTANT from such standard of care and workmanship. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Without waiving any rights under the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from AVEK, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

At all times herein, CONSULTANT shall assign as key personnel for the performance of the Services required under this Agreement, a duly qualified State of California licensed Civil Engineer. Consultant shall keep itself fully informed of and in compliance with all local, state and

federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA and California Labor Code and Public Contract Code requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to AVEK, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold AVEK, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

8.0 INDEPENDENT CONTRACTOR. CONSULTANT is retained as an independent contractor and is not an employee of AGENCY. No employee or agent of CONSULTANT is or shall become an employee of AGENCY. 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 AGENCY 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. 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 AGENCY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT and CONSULTANT's personnel shall not supervise any of AGENCY's employees; and AGENCY's employees shall not supervise CONSULTANT's personnel. CONSULTANT's personnel shall not wear or display any AGENCY uniform, badge, identification number, or other information identifying such individual as an employee of AGENCY; and CONSULTANT's personnel shall not use any AGENCY e-mail address or AGENCY 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 AGENCY 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 AGENCY, review plans on file at AGENCY, 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 AGENCY locations and/or private property to perform such Services. AGENCY 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 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 AGENCY, including but not limited to, eligibility to enroll in or otherwise be a part of AGENCY'S 401(k) program as an employee of AGENCY, and/or entitlement to any contribution to be paid by AGENCY for employer contributions or employee contributions for retirement benefits.

d. To the maximum extent permitted by laws, CONSULTANT shall indemnify, defend and hold harmless the AGENCY and other Indemnitees (as defined in Section 9.0 herein), from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to CONSULTANT's violation of any provision of this Section 8.0, or any of CONSULTANT's personnel practices. In addition to all other remedies at law, AGENCY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to AGENCY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to AGENCY any reimbursement or indemnification obligation arising under this Section. The duty of indemnification set forth in this Section is in addition to all other indemnification provisions of this Agreement.

9.0 INDEMNIFICATION. The CONSULTANT and the AGENCY agree that the AGENCY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs and/or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the AGENCY and the Indemnitees. The CONSULTANT acknowledges that the AGENCY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the AGENCY and the Indemnitees, as set forth in this Agreement.

9.1 Indemnity for Design Professional Services. To the fullest extent permitted by law, the CONSULTANT shall, at its sole cost and expense, indemnify and hold harmless the AGENCY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those AGENCY agents serving as independent contractors in the role of AGENCY officials (collectively "Indemnitees" in this Section 9.0), from and against 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 (collectively "Claims"), whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of the CONSULTANT, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for whom the CONSULTANT shall bear legal liability) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c). Notwithstanding the foregoing and as required by Civil Code § 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault.

9.2 Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against 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, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual for whom CONSULTANT shall bear legal liability) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

9.3 The obligations of the CONSULTANT under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONSULTANT's indemnity obligation set forth in this Section 9.0 shall not be limited by the limits of any policies of insurance required or provided by the CONSULTANT pursuant to this Agreement.

9.4 The CONSULTANT's covenant under this Section 9.0 shall survive the expiration or termination of this Agreement.

10.0 TERMINATION OF AGREEMENT. The AGENCY may terminate this Agreement at any time during the term of the Agreement by giving the CONSULTANT not less than thirty (30) calendar days' prior written notice. The CONSULTANT may only terminate this Agreement for cause, and by giving the AGENCY prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the AGENCY, and provided CONSULTANT is not then in breach, the CONSULTANT shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the CONSULTANT shall have no other claim against the AGENCY by reason of such termination. This Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

11.0 SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. The AGENCY may issue restraint or cease and desist orders to the CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. The CONSULTANT shall immediately report to the AGENCY any hazardous condition noted by the CONSULTANT.

12.0 MANDATORY INSURANCE. The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work

hereunder and the results of that work by the Consultant, their agents, representatives, employees or sub-contractors. Upon the AGENCY's request, the CONSULTANT shall provide the AGENCY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

12.1 Minimum Scope of Insurance. The CONSULTANT shall maintain policies with coverage at least as broad as:

(a) Insurance Services Office Commercial General Liability insurance (occurrence Form Number CG 00 01).

(b) Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 covering "Any Auto" (Symbol 1), or if Consultant has no owned autos, "Hired" (Symbol 8) and "Non-Owned" (Symbol 9).

(c) Workers Compensation insurance as required by the State of California and Employer's Liability insurance. NOTE: CONSULTANT may be exempt if there are no employees.

(d) Professional Liability Insurance.

(e) Cyber Liability Insurance

12.2 Minimum Limits of Insurance. The CONSULTANT shall maintain insurance coverage limits not less than:

(a) Commercial General Liability (CGL): Including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services and/or this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the Agency) or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(d) Professional liability: Insurance appropriate to the Consultant's profession with limits no less than \$2,000,000 per claim/aggregate, with an extended reporting period of not less than three (3) years, unless alternative coverage is approved in writing by the AGENCY.

(e) Cyber Liability: \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.3 Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the AGENCY prior to the CONSULTANT commencing any work under this Agreement. At the AGENCY's option, either: (i) the insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to the AGENCY, its elected officials, officers, attorneys, agents, employees and designated volunteers; or (ii) the CONSULTANT shall provide a bond or other financial guarantee, satisfactory to the AGENCY, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

12.4 Required Endorsements. Each insurance policy required by this Section 12.0 shall be endorsed as follows:

(a) Except with respect to any employer's liability or professional liability policies required by this Section 12.0, the AGENCY, its elected officials, officers, attorneys, agents, employees, independent contractors serving in the role of Agency officials and designated volunteers shall be named as additional insureds (collectively, "Additional Insureds" sometimes hereafter in this Section 12.0), with coverage at least as broad as ISO Form CG 20 10 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

(b) Additional Insured endorsements shall not:

- (1) Be limited to "Ongoing Operations";
- (2) Exclude "Contractual Operations";
- (3) Restrict coverage to the "Sole" liability of the CONSULTANT; or

(4) Contain any other exclusion contrary to this Agreement.

(c) For any claims related to the Services, this Agreement or the services performed under this Agreement, the CONSULTANT's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the AGENCY or any of the Additional Insureds, shall be in excess of the CONSULTANT's insurance and shall not be called upon to contribute with it.

(d) All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to the AGENCY. The notice shall be provided via certified mail, return receipt requested. The CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(e) Each policy shall be endorsed to state that the insurer waives the right of subrogation against the AGENCY and its officers, employees, agents, independent contractors serving in the role of Agency officials and designated volunteers.

12.5 Other Insurance Provisions. The CONSULTANT and the AGENCY further agree as follows:

(a) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of the insurance coverage.

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(c) All insurance coverage shall cover the CONSULTANT's operations pursuant to the terms of this Agreement.

(d) Any actual or alleged failure on the part of the AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of the AGENCY or any additional insured, in this or any other regard.

(e) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the AGENCY has the right, but not the duty, to obtain the insurance it deems necessary and the CONSULTANT shall promptly reimburse to the AGENCY any premium paid by the AGENCY.

(f) The CONSULTANT shall provide immediate notice to the AGENCY of any claim or loss against the CONSULTANT that includes the AGENCY or any of the Additional Insureds as a defendant. The AGENCY assumes no obligation or liability from the notice. The

AGENCY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve the AGENCY.

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the AGENCY with evidence of the insurance required by this Section 12.0, satisfactory to the AGENCY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the AGENCY or on such other forms approved by the AGENCY in writing, and amended to conform to the AGENCY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the AGENCY before commencing performance of the Services. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the AGENCY prior to the expiration of the affected coverages. The AGENCY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the AGENCY upon request.

12.8 Subcontractors. The CONSULTANT shall include all subcontractors, and/or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in providing the Services to carry the same insurance as required in this Section 12.0, except with the prior written approval of the AGENCY. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the AGENCY, shall reserve the right to charge back to the AGENCY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the AGENCY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the AGENCY, and all certificates of insurance obtained in compliance with this Section 12.8. The AGENCY's failure to request copies of the documents shall not impose any liability on the AGENCY, or its employees, or be deemed a waiver of any of the AGENCY's rights.

13.0 WORK PRODUCT.

13.1 Deliverables. The CONSULTANT shall, in such time and in such form as the AGENCY may require, furnish reports concerning the status of services required under this Agreement. The CONSULTANT shall, upon request by the AGENCY and upon completion or termination of this Agreement, deliver to the AGENCY all material furnished to the CONSULTANT by the AGENCY.

13.2 Ownership.

(a) 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 in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of AGENCY. 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 AGENCY without restriction or limitation upon their use, duplication or dissemination by AGENCY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) CONSULTANT hereby assigns to AGENCY 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 AGENCY 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, AGENCY 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 AGENCY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of Agency officials, harmless from any loss, claim or liability in any way related to a claim that AGENCY's use of any of the Work Product is violating 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 any the use of any of the Work Product or other deliverables hereunder by AGENCY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for AGENCY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for AGENCY; 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.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Services or other Agency information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. The CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

13.4 Records. The CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by the AGENCY or the Designated Official. The CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to examine and audit such books and records and to make transcripts as

necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the AGENCY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the AGENCY's prior written consent, by and through the Designated Official. The AGENCY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the AGENCY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the AGENCY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the AGENCY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the Agency's prior written approval, perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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. For breach or violation of this warranty, AVEK shall have the right to rescind this Agreement without liability.

Consultant agrees that during the term of this Agreement, it will not engage, in any activity that materially and adversely affects AVEK ("Conflict of Interest") such as ownership of a material interest in a supplier, contractor, distributor, subcontractor, or other entity that is a bidder or contractor for the Project or accepting any material payment, service, loan, gift, trip, entertainment, or other favor from a supplier, contractor, distributor, subcontractor, or other entity that is a bidder or contractor for the Project.

15.4 Waiver. No delay or omission to exercise any right, power or remedy accruing to the AGENCY under this Agreement shall impair any right, power or remedy of the AGENCY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by the AGENCY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

15.5 Completion of Services. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

15.6 Captions for Convenience Only. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

15.7 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

15.8 Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during the CONSULTANT's and the AGENCY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

15.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

15.10 When Rights and Remedies Not Waived. In no event shall the making by the AGENCY of any payment to the CONSULTANT constitute or be construed as a waiver by the AGENCY of any breach of covenant, or any default that may then exist, on the part of the CONSULTANT, and the making of any such payment by the AGENCY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the AGENCY with regard to such breach or default.

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive

from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all local, State and federal laws, regulations, orders, ordinances including applicable laws of the United States and the State of California, and with the AGENCY's regulations and policies. Further, this Agreement may call for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," the CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto.

15.13 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the County of Los Angeles Superior Court or United States District Court, Central District.

15.15 Integrated Agreement. This Agreement, and all exhibits referred to herein, constitutes the final, complete and exclusive statement of the terms of the agreement between the AGENCY and the CONSULTANT with respect to the subject matter herein. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

15.16 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the AGENCY's Request for Proposal, if any, shall prevail.

15.18 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance, or in which time for performance is otherwise reasonably inferred, or required, by another provision or a combination of provisions herein.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement as of the date first set forth above.

ANTELOPE VALLEY - EAST KERN WATER
AGENCY,
a California public water agency

_____ Corporation

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Name: _____

Title: _____

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the Agency authorize only one person to sign this Agreement on behalf of the corporation.**

APPROVED AS TO FORM:

Agency Attorney

ATTACHMENT B

SAMPLE

EXHIBIT C

[THIS FORM TO BE USED IF CONSULTANT'S SERVICES INCLUDE ANY "PUBLIC WORKS" - SEE LABOR CODE SECTION 1720]

CALIFORNIA LABOR CODE COMPLIANCE

1. CONSULTANT ("Contractor" in this Exhibit) acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency"), and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the Agency Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the Agency Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.
3. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees

that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the 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.”

Date _____ Signature _____