



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683




Office - 916-354-3700 Fax – 916-354-2082

IMPROVEMENTS COMMITTEE

Regular Meeting
May 6, 2016 at 9:30 a.m.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the “silent” mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

AGENDA

- 1. Call to Order**
- 2. Public Comment**
- 3. Updates**
 -  Augmentation Well
 -  Water Treatment Plant Expansion Project
 -  Solar Power Update
- 4. Proposal for Pre-Design Report, Recycled Water Program – Phase 1**
- 5. Directors & Staff Comments/Suggestions [no action]**
- 6. Adjournment**

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is May 2, 2016. Posting locations are: 1) District Office; 2) Plaza Foods; 3) Rancho Murieta Association; 4) Murieta Village Association.

MEMORANDUM

Date: May 3, 2016
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Updates

AUGMENTATION WELL

The Right of Entry request has been submitted to the landowner of the well site and is needed before we can proceed. We are waiting to hear from the Regional Water Authority (RWA) as to the extension of the Proposition 84 Grant. The project's scope has been revised to only include Well Site B which is adjacent to the river. The electrical scope will be revised to be solely for this site.

WATER TREATMENT PLANT EXPANSION PROJECT

Staff is continuing to learn the intricacies of the new control system and accommodations needed for the new facility. This includes spacing out Water Plant 1 air compressor demands to avoid low air pressure alarming, scheduling and monitoring membrane module maintenance and recovery cleans, and instrumentation control details. Plant 2 control system swap-over is still in the process of being taken offline to complete the integration into the new SCADA system control. The system integrator ran into unforeseen issues with old vs new control relay voltages that TESCO is in the process of accommodating.

Paving is now completed with the slurry sealing of the main parking lot area completed on April 18, 2016. The bird netting installation was scheduled for April 25, 2016 is now expected to occur on May 9, 2016. No explanation has been provided as to the contractor's delay of this work. The siding work is nearly completed at Plant 2. Photo of siding work as of last week below.



SOLAR PROJECTS

Solar City noted that there was an electrical conflict which is being looked at that may delay the project start a few weeks which may again require nesting bird resurveying. As of now, we are waiting to hear from Solar City as to what their updated project schedule is. The Bird Surveys have been completed and submitted to the DFW on May 26. As noted in the Bird Survey submittal, Swainson's hawk (SWHA) surveys were conducted within 0.5 mile at both solar sites. At one site (the Water Treatment Plant site) SWHA was not observed; at the other site (the Wastewater Treatment Facility site), a SWHA nest was observed approximately 0.5 mile from planned construction. Aspen Environmentalist's biologist does not think construction noise and disturbance will adversely affect SWHA for several reasons, including that the nest is 1,200 feet from an active airport and near other sources of active disturbance (land clearing, hotel construction). The District would like to mobilize equipment on May 11, 2016 and start construction on May 16, 2016.

MEMORANDUM

Date: May 2, 2016
To: Improvements Committee
From: Darlene J. Thiel Gillum, General Manager
Subject: Proposal for Pre-Design Report, Recycled Water Program – Phase 1

RECOMMENDED ACTION

Approve the proposal from Kennedy/Jenks Consultants for predesign report for Rancho Murieta Community Services District Recycled Water Program, Phase 1, in an amount not to exceed \$95,332 (plus 5% contingency). Funding to come from Water Augmentation Reserves.

BACKGROUND

The District's Recycled Water Program – Phase 1 is anticipated to be completed and in service the first quarter of 2019. The predesign report will serve as the basis for subsequent environmental and regulatory permitting activities and detailed design and construction efforts. The work will also define the timeline for the improvements required for buildout of the District's Recycled Water Program.

The objective of this proposal is for the development of a comprehensive predesign report which defines Phase 1 and the buildout of the Recycled Water Program with respect to existing and future conditions, development projects, description of improvements, costs, schedule, and subsequent design submittals.

The initial proposal is included for your review. I anticipate receiving a revised proposal prior to the May 18, 2016 Board of Directors meeting that will reflect approximately \$10,000 in cost reductions as a result of new/revised rates from Kennedy/Jenks.

Kennedy/Jenks Consultants

Engineers & Scientists

10850 Gold Center Drive, Suite 350
Rancho Cordova, CA 95670
916.852.2700
FAX 916.858.2754

29 March 2016

DRAFT

Darlene T. Gillum, General Manager
Rancho Murieta Community Services District
15160 Jackson Road
P.O. Box 1050
Rancho Murieta, CA 95683

Subject: Predesign Report – Task Order No. 2
Rancho Murieta Community Services District Recycled Water Program

Dear Darlene:

Kennedy/Jenks Consultants (K/J) is pleased to provide the Rancho Murieta Community Services District (District) with this proposal for developing a preliminary design report (predesign report) for the District's Recycled Water Program. The predesign report will describe both Phase 1 and Buildout improvements and will be developed in accordance with the following project understanding and scope of work.

PROJECT UNDERSTANDING

The work described in this proposed scope of services is required for Phase 1 implementation of the District's Recycled Water Program. Currently Phase 1 is anticipated to be completed and in service the first quarter of 2019. The predesign report will serve as the basis for subsequent environmental and regulatory permitting activities and detailed design and construction efforts. In addition, the work will also define the timeline for the improvements required for Buildout of the District's Recycled Water Program, and in particular seasonal storage expansion.

Task Order No. 1 has been prepared in accordance with the Master Service Agreement (dated _____), which is Attachment A. Other task orders specific to K/J and related to the District's Recycled Water Program are anticipated to be developed under this Master Services Agreement as well.

PROPOSED SCOPE OF SERVICES

The primary objective of this task order is to develop a comprehensive predesign report which defines Phase 1 and Buildout of the Recycled Water Program with respect to existing and future conditions, development projections and phasing, description of improvements, costs, schedule, and subsequent design submittals.

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Rancho Murieta Community Services District
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It is assumed that our proposed project manager will have ongoing (weekly) communication, consultation and dialogue with District staff to gain input and direction throughout the development of the predesign report, which is the same manner in which our proposed project manager has worked with District staff in the past.

Task 1 – Preliminary Design Report (Predesign Report)

K/J will prepare predesign report describing the Wastewater Treatment Plant (WWTP), Wastewater Reclamation Plant (WWRP) and recycled water conveyance system improvements needed to support the Phase 1 and Buildout phases of the District’s Recycled Water Program. The following is a current listing of the proposed future recycled water use areas and improvements:

Proposed Future Recycled Water Use Areas

Phase 1: Stonehouse Park, Escuela Park, Murieta Gardens I & II and The Retreats
Buildout: Residences of Murieta Hills, Apartments,
Industrial/Commercial/Residential, and Villages A, B and C.

Proposed Future Recycled Water Improvements

Phase 1:

1. Recycled Water Control System (SCADA)
2. Potable Water Supplementation Air Gap
3. North Golf Course Pumping Station Improvements
4. District Office Irrigation Conversion
5. Northwest Recycled Water Transmission Main
6. Escuela Park Irrigation Conversion
7. Stonehouse Park Irrigation Conversion
8. Lookout Hill Recycled Water Storage Tank
9. North Entrance Conversion to Recycled Water Irrigation

Buildout:

10. Villages A, B and C Pumping Station and Pipelines
11. Recycled Water Storage Tank
12. Storage Pond Expansion
13. Disinfection Facilities Expansion
14. Addition of 4th Van Vleck Sprayfield

The predesign report will present updated development projections (developed in Task 2), water balances and define and describe the improvements listed above in sufficient detail to support the development of updated trigger points (timeline when improvements are required to be in service), conceptual drawings, cost estimate and implementation plan (schedule, drawing and specifications lists).

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Deliverables

Draft copy (pdf and electronic MS Word format) predesign report for District review and comment and final copy (pdf and MS Word format). Both the draft and final predesign reports are anticipated to be 50 pages and primarily consist of text, tables and figures/graphics describing the proposed Phase 1 and Buildout improvements. The intent of the predesign report is to define Phase 1 improvements so that subsequent environmental and regulatory permitting and detailed design activities can be initiated. Buildout improvements will be described to a less detail than Phase 1 improvements in the predesign report.

Assumptions

The Phase 1 schedule recommended in the predesign report is to be based on the existing Phase 1 Timeline and Activities which indicated a project completion and Board acceptance timeline of first quarter 2019.

Task 2. Timeline, Activities and Improvements Schedule

K/J will update the development projections based on the District's recently adopted Water Supply Assessment and discussions and information obtained from local developers and the District. In addition, K/J will expand the Timeline & Activities schedule to include the Buildout phase. Time-phased trigger points for each improvement will be updated to correspond with the latest development projections; taking into account periods required for planning, environmental compliance and permitting, financing, engineering and construction.

Deliverables

Draft copy (in either electronic MS Excel and/or MS Project format), for District review and comment and (1) final hard copy to the District.

Task 3. Northwest Transmission Main Condition Assessment Support

K/J will coordinate with the District and V&A for conducting condition assessment of the existing 12-inch sewer forcemain. Coordination efforts may include but not be limited to site visit and/or preliminary assessment attendance, scope development and review, condition assessment report review and comment.

Deliverables

A summary of the condition assessment report will be included in the draft predesign report. It is anticipated the condition assessment report will be attached to the predesign report as an appendix.

Assumptions

A \$3,680 allocation is provided for this task and assumes V&A (or some other consultant) will do condition assessment under direct contract with the District and K/J will help scope their

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work and review their work product. More specifically, this allocation is based on attending a preliminary assessment site visit, review of assessment plan, review of forcemain condition assessment report and attendance at one other meeting.

Task 4. Ranch Murieta Country Club Outreach Support

The District's Recycled Water Program assumes the use of the existing North Golf Course Transmission Main to provide service to specific future developments (i.e., Murieta Gardens, The Retreats, Villages A, B and C, and the Industrial/Commercial/Residential development located next to the District's office) for future recycled water residential outside irrigation. According to the *Agreement for Availability and Use of Reclaimed Wastewater* (May 17, 1988) and subsequent *Amendment to the Agreement for Availability and Use of Reclaimed Wastewater* (May 4, 1994), the existing North Golf Course Transmission Main is owned by Rancho Murieta Properties, Inc. (RMPI) and operated by the Rancho Murieta Country Club (RMCC).

Authorization to connect to the existing North Golf Course Transmission Main will be required in the near future for both the Phase 1 environmental and regulatory permits. Phase 1 environmental permitting is scheduled to be completed by the end of this year.

As directed by District staff, K/J will facilitate, attend and participate in discussions, meetings, etc. regarding connection to the existing North Golf Course Transmission Main with RMCC and/or RMPI. These activities may include updating and/or developing presentations, documents, and other materials in support to further the District's ability to connect to the existing transmission main.

Potential Deliverables

Attending up to 2 meetings and/or update and/or develop presentations, documents, and other materials as direct by the District to further the District's ability to connect to the existing transmission main up to the proposed budget allocation of \$5,300.

Assumptions

It is assumed that the preliminary draft presentation previously developed by the proposed project manager will serve as the basis for the initial outreach meeting. Work associated with this subtask is assumed to be limited to meeting preparation and attendance, and meeting note preparation for a total of three meetings, which provides an allocation of \$7,500 for this task. This task, or estimated budget does not include development and/or preparation of any agreement documents.

Task 5. Recycled Water Hydraulic Model Review

AECOM is in the process of developing a hydraulic model of the existing, Phase 1 and Buildout recycled water transmission main systems. It is anticipated that AECOM will be submitting the draft hydraulic model and hydraulic modeling technical review for District review and

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comment towards the end of March 2016. The review period is anticipated to be one to two weeks.

Deliverables

K/J will attend meetings and review both the electronic hydraulic model and draft technical memorandum and provide written comments (preferably in electronic format) as directed by the District up to the proposed budget allocation of \$5,100.

Assumptions

It is assumed that District will obtain the hydraulic model from AECOM, and all associated files, in electronic format for subsequent use by K/J for review and comment.

A minimum one week duration, and one week prior notification of submittal dates, is request to plan and schedule K/J staff time accordingly.

Task 6 – Project Management and QA/QC

K/J will provide project management services including project setup, billing, communications, project reviews, and meeting attendance to periodically discuss project status with District staff. This task assumes a 6 month project schedule.

We have assumed a total budget of 9 hours (1 hour per meeting for attendance plus 30 minutes preparation and follow up) for project status meetings. These meetings are expected to be held monthly at the District's office. The following other meetings are also anticipated to occur. It is anticipated that two people from K/J would attend the meeting and that K/J will prepare the agenda, material and the meeting notes.

- Kickoff meeting
- Predesign Report Review Meeting

To maintain professional quality, K/J established and implements an in-house review system. This system begins with a concepts and criteria review early in the project which provides the project team with an early opportunity to review the project concepts with other senior staff. Throughout the project, work-products and the predesign report will be internally reviewed prior to submittal.

Deliverables

Monthly progress reports describing up to date project status, budget and schedule in quantifiable and measurable terms.

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ESTIMATED SCHEDULE

A minimum of six months from Notice to Proceed is anticipated to be required for the development of the final predesign report. This six month timeline assumes five months for draft predesign report development, two weeks for District review, and three weeks to address District comments.

COMPENSATION FOR CONSULTING SERVICES

Because the exact level of effort to complete the proposed scope of services presented herein cannot be estimated at this time, we propose that compensation for consulting services be on a time and expense reimbursement basis in accordance with the attached Schedule of Charges. We propose a budget of \$95,332. A breakdown of our proposed project budget and line item descriptions of the project deliverables is provided in Attachment B. It is acknowledged that the individual task budget breakdowns are an estimate and may be transferred among each work element depending on specific interim work needs, as long as the total budget is not exceeded. This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

Thank you and the District for allowing K/J the opportunity to provide you with this proposal to support the District with implementation of the Recycled Water Program. If you have any questions or desire any additional information, please feel free to contact Kevin Kennedy at (916) 858-2740 (office) or (530) 363-8800 (cell).

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.

Dennis Sanchez, P.E.
Vice President

Kevin A. Kennedy, P.E.
Senior Project Manager

Attachments

AUTHORIZATION:

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By: _____
(Signature)

Darlene T. Gillum
(Print Name)

Title: General Manager

Date: _____

ATTACHMENT B
~~Standard~~ Master Services Agreement

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
SERVICES AGREEMENT**

THIS AGREEMENT is entered into this _____, 20____, by and between Rancho Murieta Community Services District, a local government agency (“District”), and _____, a _____ (“Consultant”), who agree as follows:

1. Scope of Work. Consultant shall perform the work and render the services described in the attached Exhibit A (the “Work”) by authorization under future Work Orders. Consultant shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details and means of doing the Work.

2. Payment.

a. In exchange for the Work, District shall pay to Consultant a fee based on the fee arrangement described on the attached Exhibit B.

b. The total fee for the Work shall be as identified by Work Order in accordance with the fee arrangement described on the attached Exhibit B. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant’s fee includes all of Consultant’s costs and expenses related to the Work.

c. At the end of each month, Consultant shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3. Term.

a. This Agreement shall take effect on the above date and continue in effect for three (3) years, unless sooner terminated as provided below. Time is of the essence in this Agreement. Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by District upon 10 days advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or

lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant's claimed benefit of the bargain.

4. Professional Ability of Consultant. Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

5. Conflict of Interest. Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Consultant will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6. Consultant Records.

a. Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7. Ownership of Documents. All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Consultant under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without District's prior written approval,

unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, expiration or termination of this Agreement), Consultant agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet, AutoCAD file).

8. Compliance with Laws. Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1).

9. Indemnification. Consultant shall indemnify, defend ~~(with counsel approved by District)~~, protect, and hold harmless District, and its officers, employees, ~~volunteers~~ and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of Consultant's ~~performance of the Work and caused by any negligent act or omission, willful misconduct or violation of law of or by Consultant or its employee's, agent's and or subcontractor's, except where caused by the sole negligence, recklessness or willful misconduct. of District or as otherwise provided or limited by law.~~ **If it is finally adjudicated that the liability, loss, claim, damage, expense, demand or cost was caused partially by the comparative negligence of Agency, or its officer, employee or agent, then Consultant's indemnification and defense obligation shall be reduced in proportion to the adjudicated comparative negligence of the Agency.** Consultant's obligations under this ~~indemnification~~ provision shall survive the termination of, or completion of Work under, this Agreement.

10. Insurance.

a. Types & Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)

Workers' compensation	statutory limits	
Employers' liability	\$1,000,000 per accident	

b. Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Consultant's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with ~~admitted~~ authorized insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Consultant agrees to waive subrogation that any insurer may acquire from Consultant by virtue of the payment of any loss relating to the Work. Consultant agrees to obtain any endorsement that may be necessary to implement this subrogation waiver.

c. Proof of Insurance. Upon request, Consultant shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

11. Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

12. Independent Contractor. Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Consultant shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Consultant's independent contractor status or employment-related liability.

13. Assignment. Consultant may not assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without District's prior

written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void.

14. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

15. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

16. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

17. No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Consultant and the District.

~~16.18.~~ **Consultant Limitations.** Consultant shall, in the performance of the Work, have the right to reasonably rely upon information provided by District or prepared by any third party on behalf of District without independent verification of its accuracy and completeness.

~~17.19.~~ **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: General Manager Rancho Murieta Community Services District P.O. Box 1050 15160 Jackson Road Rancho Murieta, CA 95683	Consultant: Kennedy/Jenks Consultants 10850 Gold Center Drive, Suite 350 Rancho Cordova, CA 95670
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Any party may change its address by notifying the other party of the change in the manner provided above.

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

CONSULTANT

By: _____
General Manager

By: _____

_____ *[name]*

_____ *[title]*

By: _____

_____ *[name]*

_____ *[title]*



CLIENT Name: Rancho Murieta Community Services District
PROJECT Description: Preliminary Design Report (Task Order No. 2)
Proposal/Job Number:
Date: 3/29/2016

Main fee estimate table with columns for classification, hourly rates for various roles (Eng-Sci, Admin, etc.), task descriptions, and total fees. It includes subtotals for Task 1 through Task 6 and an overall 'All Phases Total'.

Client/Address: Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

Contract/Proposal Date: 29 March 2016

Schedule of Charges

January 1, 2016

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$120
Designer-Senior Technician	\$155
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$150
Engineer-Scientist-Specialist 3	\$165
Engineer-Scientist-Specialist 4	\$180
Engineer-Scientist-Specialist 5	\$195
Engineer-Scientist-Specialist 6	\$220
Engineer-Scientist-Specialist 7	\$245
Engineer-Scientist-Specialist 8	\$260
Engineer-Scientist-Specialist 9	\$280
Project Administrator	\$115
Administrative Assistant	\$95
Aide.....	\$75

In addition to the above Hourly Rates, a four percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2016 through December 31, 2016. After December 31, 2016, invoices will reflect the Schedule of Charges currently in effect.