

**REQUEST FOR PROPOSAL
FOR
ON-CALL ELECTRICAL SERVICES**



District Contact:
Michael Fritschi
Director of Operations
Rancho Murieta Community Services District

Proposals Due By:
September 29, 2022
At 4:00 p.m.
No late proposals will be accepted.

1. INTRODUCTION

A. General Information

Rancho Murieta Community Services District (District) is requesting proposals for professional electrical services as further described in this document to be performed on an on-call basis over the course of the current fiscal year 2022-23 commencing on the execution of District Agreement for Professional Services.

The District may reject a proposal as non-responsive for failure to provide all information requested in the Request for Proposal (RFP). The District reserves the right to reject all proposals and to waive any informality.

The District will not reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2. NATURE OF SERVICES REQUIRED

Scope of Work to be Performed

The District is seeking proposals from interested and qualified Professional Electrical Services firms to perform professional electrical services.

Typical Electrical work to be performed for the District may include, but is not limited to, the following:

- Connections and wiring for 4-20mA through 480v
- Instrumentation troubleshooting and calibrations
- Electrical panel and component replacements
- Procurement and installation of a variety of electrical components
- Wiring replacements, conduit repairs and installation
- Provide information for updating of electrical drawings for facilities
- Assistance in Preparation of plans and specifications related to electrical services

3. PROPOSAL SUBMITTAL AND SELECTION

All proposals must be received no later than 4:00 p.m. on September 29, 2022. **Late proposals will not be considered.**

Deliver proposals via email in pdf format to: mfritschi@rmcsd.com

- a. This request does not constitute an offer of employment or to contract for services
- b. All proposals submitted shall become District property.
- c. All proposals shall remain firm for sixty (60) days following the closing date for receipt of proposals.

- d. The District reserves the right to award the contract to the firm who represents the proposal which in the judgment of the District best accomplishes the desired results and shall include but not be limited to a consideration of the professional service fee.
- e. Selection will be made on the basis of the proposals submitted.
- f. The Rancho Murieta Community Services District has determined that the awarded vendor must demonstrate to the satisfaction of the District, the following minimum experience to be qualified to perform the work described in this RFP.

4. PROPOSAL FORMAT

A qualifying proposal must address all of the following points:

- A.** Project Title – On Call Electrical Services Fiscal Year 22-23
- B.** Applicant or Firm Name, address, contact information for phone and email, CA DIR registration number and website (if available).
- C.** Firm Qualifications
 - 1. Type of organization, size, professional registration and affiliations.
 - 2. Names, certifications, and qualifications of personnel to be assigned to perform work.
 - 3. Outline of at least three (3) recent projects completed that are directly related to work that may be completed in our District that are similar in subject matter and scope. Proposer is required to demonstrate specific project expertise relating to the requirements of this RFP.
 - 4. Client references from recent related projects including name, address, email, and phone number of individuals to contact for reference.
- D.** Rate schedule at prevailing wage including overtime hours, travel, etc.
- E.** Confirmation of understanding of requirements

5. PROPOSAL REQUIREMENTS

A. General Requirements

- 1. Inquiries concerning the RFP and the subject of the RFP shall be made to:

Michael Fritschi
Director of Operations
916 354 3700
mfritschi@rmcsd.com

- 2. Submission of Proposal.

One (1) pdf electronic copy of the Proposal shall be received via email at mfritschi@rmcsd.com by **4:00 p.m. on September 29th, 2022** for the proposal to be considered. The proposal and costs should address all items listed in RFP.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from Proposers, to allow corrections of errors or omissions, and to negotiate terms.

The District reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposing firm is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between the District and the firm selected.

The District reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept, negotiate, or reject any items or combination of items.

Bidding Firm must:

1. Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board
2. Have the ability to work around sewage conditions.
3. Have necessary tools, personal protective gear and equipment to work safely with and around high voltage electrical systems within Cal OSHA and District's guidelines.
4. Have a confined space certification and comply with District's confined space program, or statement of ability to obtain.

B. Contents for Proposal

1. **Title Page** showing the RFP subject; the firm's name; the name, address and telephone number and email address of a contact person, and the date of the proposal.
2. **Relevant Experience and Expertise:** Describe in narrative form the experience and expertise of your firm and/or project team members in providing the service sought by the District. Identify representative clients. Compare and contrast their size, public or private-sector status, location, and operational activities to those of the District. Include a description of the project organization and project team experience.
 - a. Client references: Provide phone and email contact information for representatives of three former or current clients for whom your firm or project team members have performed similar services, not including District.
3. **Signed Transmittal Letter** briefly stating the proposer's understanding of the work to be done; the commitment to perform the work within the time period; the Business name, Tax ID number, and DIR registration number, name(s) of the person(s) authorized to represent the Proposer along with title, address, email address and telephone number.

- a. Project Team: Identify each individual you expect to work on the project team, including who the main point of contact will be for the District functioning as the District's Electrician, and subcontractors, if any. Provide resumes for each member of the team. Describe with particularity the specific areas of expertise of each team member, and specific education, experience, licenses, or other information that substantiates that expertise. Note that project team members may not be substituted without the written approval of the District.
- b. Identify all current and reasonably foreseeable actual or potential professional conflicts that could hinder the provision of the requested services and propose means of managing any such conflicts.
- c. Possess a valid, active and in good standing, State of California Contractor's C-10 License for a minimum of five (5) continuous years prior to date of bid opening for all employees except apprentices.
- d. Quality Assurance and Control; Describe your approach to Quality Assurance and Control for your firm's work product.

D. Cost Proposal

1. Pricing

Proposals must include a complete and current table of hourly rates and charges for all staff, timekeepers (including any subcontractors) that are reasonably anticipated to perform work under the proposed contract. The hourly rates provided shall include all overhead rates; overhead rates shall not be an add-on to the hourly rates proposed. The cost proposal shall describe the overhead rate to be charged on material expenses and/or sub-contractors rates, if any. The District's preference is for the proposed hourly rates to remain constant over the contract period.

Awarded vendor shall show billing rates by work performed and by time performed (regular weekdays, after hours, weekends and holidays).

The District will not be responsible for expenses incurred in preparing and submitting the proposal bid for this contract.

Invoices may be requested and be broken down by hourly rates and materials cost. Copies of receipts for materials over \$100.00 will be required.

Bid proposal may be requested for individual repair services, which time may be billed for.

Awarded vendor shall have the ability to respond promptly to inquiries and health and safety situations.

Awarded vendor shall provide a contact person/s and state number of days, evenings and weekends this person will be available.

2. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month and be subject to the District's terms in the attached Service Agreement.

3. Non-Disclosure and Disclosure of Proposals

Proposals will be held in confidence during the evaluation process until District staff issues the Notice of Intent to Award a contract for professional services. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (the "Act").

If proposer believes any portion of its proposal contains confidential or proprietary information that is exempt from public disclosure under the Act, proposer must submit that information with its proposal in a separate sealed envelope labeled "Confidential Information." Except at compelled by court process, the District will not release any such documentation claimed to be exempt that is submitted in said manner without prior written notice to the proposer.

6. Understanding of and Approach to the RFP

Proposals shall be limited to **4 pages** (not including transmittal letter, table of contents, tabs, dividers, and resumes) and shall follow the outline below:

7. EVALUATION PROCEDURES

A. The District will evaluate proposals based on but not limited to the following criteria:

1. Experience history
2. Reference checks & licensing board check
3. Timetable and costs for completing the scope of work. Consideration will be given to demonstrated ability of completing the work in a timely manner

B. Management, Personnel and Experience

1. Qualifications of each member assigned to the project

2. Experience and performance on projects of a similar nature
3. Availability under normal and emergency circumstances
4. Information obtained from reference checks

D. Cost Estimates

1. Are rates within prevailing wage range for Sacramento County Electrical trade?
2. What quality of product will be delivered for the fee?
3. Are the cost estimates reasonable for the work product proposed?

The District will evaluate all proposals received before the submittal deadline and select a contractor based on the contents of the proposal. A recommendation from District staff will be presented to the District Board of Directors for consideration and final approval.

ATTACHMENT A
Statement of Work

The Electrical contractor, when requested and authorized to do so by Work Order Authorization, may provide the following scope of services on general and/or project assignments during the term of this Agreement.

1. **Electrical Services:**

- a. Complying with State and Sacramento County codes, conduct the replacement of existing electrical equipment, including but not limited to; electrical enclosures, motor starters, relays, transformers, circuit protection, wiring, soft starters, VFDs, pull boxes and conduits.

Provide electrical consultation with respect to District projects, including but not limited to, water, wastewater, and recycled water systems, drainage, storm water management, rate and fee structures, and public infrastructure financing programs.

- b. Provide estimates for each assignment within business 5 days of being requested prior to authorization of work. *Emergency work is the only exception.*
- i. Provide additional electrical services as requested by the District.

2. **Contractor questions to be answered:**

Prevailing wage hourly rate:

Prevailing wage overtime hourly rate:

Prevailing wage holiday and Sunday rate:

Emergency rate:

Emergency call response time:

Will the on-call person who will respond know how to do all of the following:

- 1. Work on, troubleshoot, repair, replace industrial motor control center?
- 2. Work on, troubleshoot, repair, replace or program PLC's and HMI's?
- 3. Work on, troubleshoot, repair, replace electrical for sewer lift station pumps, floats, level transducers, bubblers and control systems?
- 4. Work on, troubleshoot, repair, replace, integrate wastewater plant systems, components?
- 5. Make and or modify engineering drawings, ladder diagrams, PID drawings and designs?
- 6. Work on, troubleshoot, repair, replace, integrate water treatment plant systems and components?

7. To have testing and calibration equipment and experience calibrating:
 - a. PLCs
 - i. Tesco:
 - ii. Allen Bradley
 - iii. Idec
 - b. HMIs
 - c. Pressure / level Transducers
 - d. Flowmeters
8. Ability to troubleshoot and repair I/O wiring for PLC and SCADA systems?
9. To be able to work well under pressure and in dynamic situations and / or environments?
10. Have at least 2 years' experience doing all of the above in the last 5 years for water or wastewater agencies? If yes, describe experience and provide locations.

ATTACHMENT B
Standard Services Agreement

**Rancho Murieta Community Services District
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Rancho Murieta Community Services District, a local government agency (“District”), and _____, a _____ ***[Insert type and jurisdiction of entity]*** (“Contractor”), who agree as follows:

1 Scope of Work

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

2 Payment

2.1 District shall pay to Contractor a fee based on ***[check one]***:

___ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$_____ ***[delete this sentence if not applicable]***. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor 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

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor 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 section 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 Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor 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 Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the District is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: **[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

5 Conflict of Interest

Contractor (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 Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal

contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor 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 Contractor 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.

6.2 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 Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights 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 Contractor or any other party. Contractor 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 Contractor 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, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, 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 Contractor 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, at expiration or termination of this Agreement), Contractor 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 file, AutoCAD file).

8 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase “Intentionally omitted” if the District will not provide any confidential information to the Contractor.]

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor 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. Contractor shall comply with all federal, state and local air pollution

control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property (“District Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

d. *[This paragraph may be replaced with "Intentionally omitted" if the Work is not subject to a grant or loan agreement]* Contractor may perform some of the Work pursuant to funding provided to the District by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on District and its sub-recipients (the "Funding Conditions"). For any such Work, if District informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to District's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain

for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 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. Contractor'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 Contractor'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 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. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor 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.

12 General Provisions

12.1 **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 signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor 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 Contractor's employees. Contractor 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 Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **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 Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **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.

12.7 **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.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Rancho Murieta Community Services District

Attn: _____

Rancho Murieta Community Services District, 15160 Jackson Road, Rancho Murieta, CA 95683

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

Rancho Murieta Community Services District:

Dated: _____

By: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____
 [Name/Title]