

**Rancho Murieta Community Services District**  
**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**Capital Improvement Planning**  
**Water and Wastewater Rate Study**  
**Consulting Services**



PROPOSALS MUST BE DELIVERED VIA EMAIL IN PDF FORMAT TO:

[mfritschi@rmcsd.com](mailto:mfritschi@rmcsd.com)

COST PROPOSALS MUST BE SUBMITTED IN A SEPARATE

EMAIL TO: [awilder@rmcsd.com](mailto:awilder@rmcsd.com)

RFP RELEASE DATE: May 25, 2023

MUST BE RECEIVED BY:

4:00 P.M. PST July 12, 2023

## INTRODUCTION

The Rancho Murieta Community Services District (District) is inviting qualified consultants to submit proposals for Capital Improvement Planning and Water and Wastewater Rate Study Consulting services. The District is seeking an experienced firm with depth in technical skill and legal acumen to appropriately evaluate, project, and develop rate schedules for both enterprises that are compliant with the requirements of Proposition 218. The District is also looking to create an infrastructure database for use in setting reserve and capital improvements planning and to set forth an adequate plan to fund District capital needs for the next 20 years.

Collaborative team proposals are encouraged. The primary responsibilities will be assisting the District in a comprehensive approach from beginning to end of the entire capital improvements planning and rate study process with effective communication throughout with all interested stakeholders and existing District consultants.

The consultant will need to be able to effectively communicate with Directors, District staff, Contracted District staff (advisors and professionals), and a diverse population of ratepayers to ensure success of the Prop 218 noticing and education process.

All proposals must be received by the District, no later than 4:00 pm PST on July 12, 2023. Late proposals will not be considered. The original signed proposal and four (4) duplicates are to be submitted with the name of the Consultant and "Proposal for Capital Improvements Planning & Water and Wastewater Rate Study Consulting Services" clearly marked on the outside of the package.

**The Consultant may submit Proposal for Capital Improvements Planning and/or Water & Wastewater Rate Study Consulting Services either together or just submit on one potential service.**

Proposals must be responsive to the District's request. The District shall determine the most responsive and qualified consultant providing the best service at the most reasonable cost. Cost alone shall not be the determinative factor.

The request for proposals does not obligate the District to award a contract or complete the project and the District reserves the right to cancel the solicitation if deemed in its best interest. There is no expressed or implied obligation for the District to reimburse respondents for any expenses incurred in preparing proposals in response to this Request for Proposals (RFP), including any expenses incurred due to participation in this RFP process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that firm is ultimately selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between

the District and the firm selected.

Consultants are encouraged to address any other considerations not listed in this RFP they feel is important and provide consulting rates for additional work after the project as needed.

## BACKGROUND

Rancho Murieta is a gated community about twenty-five miles east of Sacramento off of Highway 16. A feasibility study done by the Local Agency Formation Commission (LAFCo) recommended that a Community Services District be formed under California Law to be responsible for the services needed to support this developing community. In June 1982 the Rancho Murieta Community Services District (District) was formed. The District is about 3,500 acres with residential acreage of 1,920 acres.

The District performs several vital functions for this gated community of about 6,000 people. Those functions are water, sewer, recycled water, garbage, drainage, and security. Fees are assessed for each of these services in monthly billings to property owners. The District Board is responsible for the performance of these services and has a fiduciary responsibility to properly account for the expenditure of these funds collected to provide these services.

The District desires to ensure that sufficient funds are set aside for District reserve and improvement capital accounts to be able to fund related improvement and replacement projects on a 20-year planning horizon. While the District has a general understanding of projected future improvements, the District needs assistance in better forecasting replacement infrastructure needs.

This RFP is being issued to ensure that water, sewer, and recycled water rates are adequate to provide for ongoing operations, maintenance, and current and future capital needs. In addition to the CIP analysis and 5-year rate study, a cost allocation plan is requested to ensure that administrative funds are properly allocated to the respective departments.

Current rates are available on the District website at [District Current Rates](#). The most recent cost allocation study was conducted in April of 2020, and is available at [District Cost Allocation Study](#). The most recent reserve study and capital improvement plan were completed in 2022 and are available at [District Reserve Study](#) and [District Capital Improvement Plan](#).

The water enterprise has roughly 2,800 active accounts for billable services with 46 miles of water pipelines and 300 hydrants. The current water production of the District is based upon pumping from the Cosumnes River that produce 2,300 acre-ft of water annually, which is 100% of the water supply. Water is primarily stored in (2) reservoirs equaling 3,708 acre-ft of Capacity.

The wastewater enterprise has roughly 2,600 active accounts for billable services. The wastewater treatment facility has a current maximum capacity of 2.2 million gallons per day. Average daily treatment is about 0.5 million gallons per day.

Recycled water from the wastewater treatment facility is currently utilized for irrigation in (2) golf courses and a spray field for fodder crops, with proposed expansion to new development irrigation uses.

## OBJECTIVE

The objective of the RFP is to receive proposals for the selection of a consulting firm as the Professional Rate Study Consultant (consultant) and execute a study that will result in a successful Proposition 218 notice period and adoption of new rates for a period of five (5) years for the water, recycled water, and wastewater enterprises. Additionally, the consultant will construct a capital improvements and reserve database and provide a planning forecasting model for the next ten (20) years of service.

The consultant will need to be able to offer comprehensive services from beginning to end of the rate setting process and will need to work closely with District staff and contracted staff (District Engineer, District Attorney, among others) to complete the successful project.

## PROPOSAL SCHEDULE

Below is the desired schedule for initiation of this project; however, dates may be subject to change and adjusted as necessary.

RFP Issued	May 25,2023
Request for Clarifications due	June 5, 2023
Clarification Responses Provided	June 12, 2023
Proposal Submittal Deadline	July 12, 2023
Contract awarded by District Board	July 19, 2023

## SCOPE OF SERVICES

The consultant shall prepare and produce a detailed comprehensive Water and Wastewater Capital Improvements Analysis, and Rate Study to enable the District to update its water, recycled water, and wastewater rates, charges, and connection fees to recover operational and capital costs of providing water and sewer service. The scope of work for the study shall include the following:

### *Develop Capital Improvement & Reserve Expenditure Model*

#### **CAPITAL IMPROVEMENT PLANNING**

Utilize Capital Planning and Reserve Analysis to predict and project annual reserve and improvement expense for the departments over a 20-year period. Determine appropriate cash flow needs in the Reserve and Improvement funds per department.

#### **Improvements – Improvement or Expansion of Existing Infrastructure**

Identify future infrastructure capacity increasing and enhancement related plans and improvements needed to serve future residents and to adhere to future regulatory requirements. Tangible improvements become added to the Infrastructure Inventory and Replacement Period.

1. Water System
  - a. Infrastructure upgrades to accommodate increased use (paid by development) including those projects that may be recommended in the current Integrated Water Master Plan effort.
  - b. Upgrades based on future regulatory requirements or enhancing operation
  - c. Future Planning Documents needed
2. Wastewater System
  - a. Infrastructure upgrades to accommodate increased use (paid by development)
  - b. Upgrades based on future regulatory requirements or enhancing operation
  - c. Future Planning Documents needed
3. Drainage System
  - a. Infrastructure upgrades to accommodate increased use (paid by development)

- b. Upgrades based on future regulatory requirements or enhancing operation
  - c. Future Planning Documents needed
- 4. Security System
  - a. Infrastructure upgrades to accommodate increased use (paid by development)
  - b. Camera expansion
  - c. Future Planning Documents needed
- 5. Supporting Infrastructure
  - a. Building/Office expansion
  - b. Computer expansion
  - c. Fleet expansion
  - d. Heavy Equipment expansion
  - e. GIS/Condition Assessment Efforts

### **Reserves - Infrastructure Inventory and Replacement Period**

Utilize District GIS system and archives to provide an inventory of current and future District Infrastructure and provide replacement periods (based on remaining useful asset life) and identify replacement costs utilizing time value principles and current industry pricing.

1. Water Infrastructure
  - a. Potable Distribution and Raw Water Supply Pipe - Determine footage of water pipe in the following categories and characteristics:
    - i. Size
    - ii. Material
    - iii. Age
    - iv. Current condition if known
  - b. Valves and Hydrants
    - i. Size
    - ii. Age
    - iii. Current condition if known
  - c. Pump Stations and Tank Components
    - i. Age
    - ii. Material and design
    - iii. Capacity
    - iv. Current condition
  - d. Dams and Reservoirs
    - i. Age
    - ii. Material and design
    - iii. Components (gates, vaults, seepage pump stations)
    - iv. Capacity
    - v. Current condition
  - e. Water Treatment Facility Components and Equipment
    - i. Age
    - ii. Capacity
    - iii. Current Condition
2. Wastewater Infrastructure
  - a. Collection System Gravity and Force main Pipe - Determine footage of pipe in the following categories

- i. Size
    - ii. Material
    - iii. Age
    - iv. Current condition if known
  - b. Manholes
    - i. Age and number
    - ii. Current condition if known
  - c. Lift Station Components
    - i. Age
    - ii. Material and design
    - iii. Capacity
    - iv. Current condition
  - d. Wastewater Treatment Facility Components and Equipment
    - i. Age
    - ii. Capacity
    - iii. Current Condition
- 3. Drainage Infrastructure
  - a. Drainage system and pressurized Pipe - Determine footage of pipe in the following categories
    - i. Size
    - ii. Material
    - iii. Age
    - iv. Current condition if known
  - b. Manholes
    - i. Age and number
    - ii. Current condition if known
  - c. Stormwater Pump Station Components
    - i. Age
    - ii. Material and design
    - iii. Capacity
    - iv. Current condition
  - d. Major Drainage Structure Components
    - i. Age
    - ii. Capacity
    - iii. Current condition
- 4. Security Infrastructure
  - a. Gates
    - i. Age
    - ii. Current condition
  - b. Camera System
    - i. Location
    - ii. Current Condition
- 5. Supporting Infrastructure
  - a. Vehicles and Heavy Equipment
    - i. Size/Use/type
    - ii. Age
    - iii. By department Water, Wastewater, Security, Admin



- iv. Current Condition
- b. Buildings and office compounds
  - i. Size
  - ii. Age
  - iii. By department Water, Wastewater, Security, Admin
- c. Roads and Pavement
  - i. Age
  - ii. Type
  - iii. Square footage
  - iv. By department Water, Wastewater, Security, Admin
- d. Computer
  - i. Water SCADA servers and PLC
  - ii. Wastewater SCADA servers and PLC
  - iii. Office Server
  - iv. Security Camera Server

#### *Develop Revenue and Expense Projection Model*

- Determine current and projected water, recycled water, and wastewater revenue requirements for the next 5 fiscal years.
- Determine current and projected water, recycled water, and wastewater costs based on the District use, and the current Water and Wastewater Capital Improvements planned within the next 20 years.
- The consultant shall develop water, recycled water, and wastewater cost of service models in commonly available and updatable software—that include monthly service charges, usage charges, and connection Capacity charges segregated by customer type (single-family residential, multi-family residential, commercial, etc.) to support the revenue requirements for the planned capital improvement and replacement programs and operating budgets.
- This model should be capable of being updated with actual costs and users for future annual review of rates. This model must have the ability to run CIP scenarios and quickly show impact on rates. Provide staff training for the use of model and running “scenarios” that provide a full understanding of how to operate.

### *Develop Rate Structures and Draft Rate Studies*

- Identify an appropriate five-year rate structure to ensure that adequate revenues will meet appropriate reserve levels, operating levels, and capital funding.
- Allocate costs between usage rates, charges, and connection fees.
- Provide a comparison of proposed water and wastewater services and rates against surrounding public agency water purveyors.
- Allocate costs among customer classes such as commercial & residential customers, inside and outside gated portion, etc. and provide recommendations for equity within the rate structure and justifications.
- The recommended rate structure must be easy to administer and understand, by both the customer and the District, and be consistent with all Federal, State, and Local regulations. It must also be able to accommodate the District's new billing system (Tyler Technologies).
- Justifications for any special classes of customers under the recommended rate structure shall be demonstrated.
- Develop water, recycled water, and wastewater rate structure, charges, and fees to enable the District to recover costs equitably and in compliance with Proposition 218, including the Fee Rate Calculation Requirement.
- The revenue program must reflect a rate structure that is tailored to meet the specific needs of the District.
- Recommend rate structures based on the following:
  - Current and future cost of providing water, recycled water, and wastewater services in accordance with established and anticipated standards and regulations.
  - Projected demands of water, recycled water, and wastewater.
  - Age and condition of the water and wastewater systems and projected replacements for infrastructure based on the updated five-year CIP and other planning documents.
  - Funding requirements for all current and long-term liabilities and debt obligations attributed to water and wastewater.
  - Consideration should be given to funding past and future depreciation (replacement of facilities).
  - Impact of current and future water and wastewater regulations.
  - Provide a methodology for annual inflationary adjustments in compliance with Proposition 218.

- Meter installations and removals.
- Account deposits and establishment fees.
- Determine if there are any existing or future Commercial-Industrial domestic and high strength sewer users that would require a special rate structure. Per the California Water Boards, high-strength wastewater means wastewater having a 30-day average concentration of biochemical oxygen demand (BOD) greater than 300 milligrams-per-liter (mg/L) or of total suspended solids (TSS) greater than 330 mg/L or a fats, oil, and grease (FOG) concentration greater than 100 mg/L prior to the septic tank or other OWTS treatment component.
- Cash flow and working capital.
- Other impacts as identified.
- The recommended rate/fee structures shall provide direct identification of revenues appropriated to major funded activities and infrastructure. Include recommendations for Water and Wastewater Fund reserves funding levels, possibly including emergency reserves, rate stability reserves, long term capital reserves, short term capital reserves, and others as may be appropriate.
- Review and update the District's Code to address water and wastewater rates and fee issues. In addition to specific rate study related codes, include a more general overview of Code Sections regarding water and wastewater with regard to current legislative mandates and provide recommended updates. Other changes and updates may also be required in relation to stormwater and solid waste utilities. [Link to District Water Code.](#) [Link to District Sewer Code.](#)
- The recommended rate/fee structures shall be consistent with industry practice for established rates in California and comply with Proposition 218 and the Revenue Program Guidelines by the State of California Water Resources Control Board. The study shall recommend a legally defensible rate structure based upon standard rate practices that meet the criteria.
- Prepare a draft and final report, supplied in both hard copy and electronic format, which includes the following items:
  - Information needed for the preparation of staff reports and necessary resolutions to be presented to District Board.
  - A brief description of each enterprise utility.
  - Service area description, including population served.

- A brief description of the updated water and wastewater capital improvement program, a five-year summary of proposed capital expenditures and a statement regarding reasonableness of those estimates; and a 20-year projection.
- The revenue and expense projections for each enterprise utility at the fund, department, and the division level.
- Discussion of any recommended rates and inflationary increases necessary to the future needs for water and wastewater purposes.
  - Provide data supporting conclusions and observations made for each of the areas above and cite within the Study.

#### *Prop 218/Rate Implementation Support*

- Prepare all necessary reports required by law or otherwise for adoption of the recommended rate structure.
- Prepare a Proposition 218 Notice. This would include the preparation of resolutions associated with a water, recycled water, and wastewater rate modification and Proposition 218 process. The District will provide mailing labels and pay for the cost of postage.
- Meet or confer with staff and other consultants as needed and attend all public meetings, hearings and/or work sessions with the District Board and/or its committees to present interim recommendations to obtain input. At this time, it is anticipated that a minimum of (6) - 2-hour work sessions/progress meeting involving staff, including a kick-off meeting, draft review, and final review; (2) District Board public meetings (3 hours in length each); and at least (1) public outreach meeting (2 hours in length) should be included in your proposal.

## GENERAL REQUIREMENTS

The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.

The successful respondent shall be required to retain all working papers and relating supporting documents, including records of professional time spent, for a period of seven years after delivery of the required reports, unless notified in writing by the District of the need to extend the retention period. The Consultant further agrees to allow District staff to review such documents upon written request at any time during the retention period.

## DISTRICT REQUIREMENTS

The firm must comply with all relevant District requirements, such as providing proof of insurance for at least the minimum required amounts and executing a District contract for consulting services.

Information about current insurance requirements is included in Attachment 2 as part of the District's Standard Consulting Services Contract and further described in Attachment 1: Special Conditions, of this RFP.

Note: Attachment 1 sets forth the special conditions applicable to this project.

## PROPOSAL FORMAT AND CONTENT

The Consultant shall be responsible for preparing an effective, clear, and concise proposal. Please email your proposal, which must contain at a minimum the following information to [mfritschi@rmcsd.com](mailto:mfritschi@rmcsd.com):

Letter of Interest: Please include a letter expressing the Consultant's interest in being considered for the project. Include a statement regarding the consultant's availability to dedicate time, personnel, and appropriate levels of resources to this effort. The letter of interest must include a commitment to the availability of the Consultants and all key project staff during the contract period.

Project Understanding and Approach: Please include a statement demonstrating your understanding of the proposed services needed. Describe your approach to meeting District objectives successfully; methodologies and technologies you would employ; key milestones and processes you would employ. Describe what information you would expect the District to supply.

Relevant Experience: Please include information describing the Consultant's experience with Proposition 218 compliant rate studies, including specific examples that would be relevant to a municipal government like Rancho Murieta CSD. Please provide a minimum of five (5) specific examples of Consultant's relevant experience. At a minimum, the Consultant should provide a list of the most recent projects for which the Consultant has performed similar services of similar size, scope, and complexity. Include the name, contact person, address, **current** phone number and/or e- mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

Project Manager/Key Staff: Please include information about the specific relevant experience for the proposed consultants and all other applicable staff. Specific designation of staff by task is important so the District can determine appropriateness of assignment and whether appropriate levels of Capacity are available. Please include experience for each team member working with similar District partners.

Proposed Scope of Services: Please provide a Proposed Scope of Work, which is based on the Scope of Services contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the District's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks from similar work.

Conflict of Interest Statement: The proposers shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.

Comments on or Requested Changes to Contract: The District's standard professional services contract is included as Attachment 2 to this Request for Proposals. The proposer shall identify any objections to and/or request changes to the standard contract language in this section.

Cost Proposal: In a separate email addressed to [awilder@rmcsd.com](mailto:awilder@rmcsd.com), please provide the following:

Total All-Inclusive Time & Materials Estimate: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed Time & Materials price is to contain all direct and indirect costs including all out-of-pocket expenses.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. Please break down costs by each component as determined by the consultant but in a way that the District can understand the true cost for each task.

Rates for Additional Professional Services: If it should become necessary for the District to request the successful firm to render any additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the District and the firm. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

Manner of Payment: Please demonstrate the method by which the task costs will be paid throughout the life of the contract. Interim billings shall cover a period of not less than a calendar month.

## CRITERIA FOR SELECTION

An evaluation committee will evaluate each respondent's relevant experience and expertise. Proposals will be evaluated based on the information presented in the RFP.

A two-step analysis will be employed. First, staff will review all submittals to ensure that the minimum requirements of the RFP are met.

Secondly, an evaluation committee will review proposals for the following:

- Qualifications as they relate to this project (35%) in the order shown below:
  - Thoroughness and understanding of the tasks to be completed.
  - Background and experience in providing utility rate studies and analysis.
  - Staff expertise and overall experience of personnel assigned to the work.
  - Qualifications of proposed key personnel.
  - Communication Skills.
- Reputation for integrity and competence (30%)
  - Positive Reference Checks
- Proposed Fees and Charges for Service (25%)
- Ability to provide the required services in a timely manner within the District's standard professional service agreement (10%)

## PROPOSAL REQUIREMENTS

### *General Requirements*

The District will not give verbal answers to clarifications regarding information in this RFP, or verbal instructions prior to the submission deadline. All clarifications shall be submitted in writing. A verbal statement regarding same by any person shall be non-binding. The District is not liable for any increased costs resulting from the Consultant accepting verbal directions. Any explanation desired by a consultant must be requested of the District representative in writing no later than July 12, 2023 at 4:00 p.m. PST.

Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made to:

**Michael Fritschi**

Director of Operations

Rancho Murieta

15160 Jackson Road

Rancho Murieta, CA 95683

[mfritschi@rmcsd.com](mailto:mfritschi@rmcsd.com)

### *Submission of Proposal*

Proposals submitted by facsimile are not acceptable and will not be considered. Proposals must be delivered via email in pdf format to: [mfritschi@rmcsd.com](mailto:mfritschi@rmcsd.com). Cost proposals must be submitted in a separate email to: [awilder@rmcsd.com](mailto:awilder@rmcsd.com)

The Proposal shall be received by the District by 4:00 p.m. on July 12, 2023, for a proposal to be considered. The Proposal should address the items listed below and be addressed to the following:

Attn: **Michael Fritschi**

Director of Operations

Rancho Murieta Community Services District

[mfritschi@rmcsd.com](mailto:mfritschi@rmcsd.com)



### *Format for Proposal*

To facilitate the review of responses, all responses are required to adhere to the following requirements regarding their proposal. The District strongly encourages respondents to ensure that RFP submissions are succinct and clearly organized. If the proposal is not in this format or does not include all of the listed items, it may be deemed non-responsive.

1. Title Page showing the request for proposals subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the materials submitted by section and page number.
3. Detailed Proposal following the order set forth in the Proposal Content, above.
4. Reference material as needed and specific example documentation if necessary.

## ATTACHMENT 1: SPECIAL CONDITIONS

### Contract and Insurance Requirements.

The selected consultant shall be required to enter into a Professional Services Agreement approved by the District. Consultants shall be prepared to accept the terms and conditions of the District's Standard Professional Services Agreement including all Insurance Requirements. The successful Consultants price proposal, and the terms and conditions stated in this RFP will be made part of the contract between the District and the Consultant. This RFP outlines the specifications and requirements, but not necessarily all the terms and conditions that will be incorporated into the final agreement between the District and the successful Consultant.

- Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.
- Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way to perform the Scope of Services, then Consultant shall provide evidence of personal auto liability coverage for each such person.
- Property Damage Insurance in an amount of not less than \$2,000,000 for damage to the property of each person on account of any one occurrence.
- Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits.
- Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross-

liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

- Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

#### Reservations.

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the Consultant responding to this RFP, or parties they represent, for obtaining any of the information solicited.

#### Public Records.

All proposals submitted in response to this RFP become the property of the District. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

#### Right to Cancel and Amend.

The District reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, all Consultants will be notified in writing.

#### Additional Information.

The District reserves the right to request additional information and/or clarification from any or all Consultants.

#### Conflict of Interest.

Consultant covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the District. Consultant further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Consultant certifies that to the best of Consultant's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the District.

#### Release of Public Information.

Consultants who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the District must receive prior written approval from the District before disclosing such information to the public.

#### Non-Assignment.

If a contract is awarded, the selected Consultant shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the District which shall not be unreasonably withheld.

#### Collusion.

Each Consultant certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The Consultant certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding Consultant, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding Consultants. More than one bid from an individual firm, partnership, corporation, or association under the same or different names may be rejected.

Reasonable grounds for believing that a bidding Consultant has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding Consultant is believed to have interest.

#### Debarment.

By submitting a proposal, the Consultant certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any District or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any

District or political subdivision or agency of the State of California.

Equal Employment Opportunity Compliance.

The selected Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

Right to Audit.

The selected Consultant shall maintain such financial records and other records as may be prescribed by the District or by applicable federal and state laws, rules, and regulations. The selected Consultant shall retain these records for a period of three years after final payment, or until they are audited by the District, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the District or its designees.

ATTACHMENT 2: RANCHO MURIETA COMMUNITY SERVICES  
DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES

## 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 Intentionally Omitted

## 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 Indemnatee, 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]***

EXHIBIT A

TASKS TO BE PERFORMED

EXHIBIT B

PAYMENT SCHEDULE



