

**REQUEST FOR PROPOSAL
FOR
WASTEWATER PLANT
FILTER BED REHABILITATION**



District Contact:
Travis Bohannon
Interim Director of
Operations

Proposals Due By:
October 22, 2026
At 11:00 a.m.
Late proposals may not be accepted.

1. INTRODUCTION

A. General Information

Rancho Murieta Community Services District Background

Rancho Murieta Community Services District (District) was formed in 1982 by State Government Code 61000 to provide essential services in Rancho Murieta. The District provides essential services to an area of 3,500 acres (covering roughly five and a half square miles) located in the beautiful, wooded hills of eastern Sacramento County. The approved master plan calls for residential development on 1,920 acres with single-family residences, townhouses, apartments, and mobile homes for a total of 5,189 units. Current estimates indicate Rancho Murieta has 2,700 households with a population of approximately 6,000 people. The community is a balanced blend of both custom and production homes, townhouses, mobile homes, and a thriving retail complex. In addition, an airport, office building, fire station, and equestrian center are located in the District.

The District is an independent Special District which provides the following services:

- Water supply collection, treatment, and distribution
- Wastewater supply, collection, treatment, and reuse (reclamation)
- Storm drainage collection, disposal, and flood control
- Security
- Solid Waste collection

While each service maintains and operates under its own separate budget, a combination of taxes and user fees fund these services.

The District is determined to deliver superior community services efficiently and professionally at a reasonable cost while responding to and sustaining the enhanced quality of life the community desires. Information about the Rancho Murieta community and the District is available on the District website at <https://www.ranchomurietacsd.com>.

Rehabilitation of Wastewater Plant 6 Filter Beds

The District is currently looking to rehabilitate the wastewater plant 6 filter bed panels. The current filter bed paint coating is rusting and chipping away and all inside parts of the filter bed need to be inspected and repaired as needed. Once repairs are completed the inside of the filter beds needs to be repainted per the attached specifications.

Any inquiries concerning this request for proposals should be addressed to Travis Bohannon, Director of Operations via email at tbohannon@rmcsd.com.

2. NATURE OF SERVICES REQUIRED

Scope of Work to be Performed

The District is seeking proposals for the following anticipated scope of work:

- Remove and store media for reuse.
- Clean and inspect internal piping and parts and coatings condition.
- Repairs or replacement on all substandard parts
- Recoat all parts on the inside of the filter panels per the specification provided
- Operation and testing to ensure equipment is working properly.
- All work will be at prevailing wage.

Site Visit:

A mandatory site visit will be scheduled for Tuesday, September 22, 2026 at 9:00am.

3. PROPOSAL SUBMITTAL AND SELECTION

All proposals must be received no later than 11:00 a.m. on October 22, 2026. **Late or incomplete proposals may not be considered.**

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

Rate Schedules (costs) via email in pdf format to: dfleet@rmcsd.com.

- A.** This request does not constitute an offer of employment or a contract for services.
- B.** All proposals submitted shall become District property.
- C.** All proposals shall remain firm for ninety (90) 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 based on the proposals submitted.

4. PROPOSAL FORMAT & REQUIREMENTS

A. General Requirements

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

Travis Bohannon
Director of Operations
P.O. Box 1050
Rancho Murieta, CA 95683
916-354-3700
tbohannon@rmcsd.com

2. Submission of Proposal.

One (1) pdf electronic copy of the Proposal shall be received via email at tbohannon@rmcsd.com by 11:00 a.m. on October 22, 2026 for the proposal to be considered.

Send Rate Schedules (costs) via email in pdf format to: dfleet@rmcsd.com.

The proposal should address the items listed in the previous sections and below.

3. Format. A qualifying proposal must address all the following points:

- A. Project Title
- B. Applicant or Firm Name, address, contact information and website
- C. Statement of the proposer's understanding of the work to be done
- D. Rates and proposed fee for services. Cost proposals shall include a sum cost in an amount not to exceed for completion of the Scope of Services.
 - i. Send separately in pdf format to dfleet@rmcsd.com
- E. Insurance. Attached to the RFP is a blank copy of the District's Services Agreement, which contains the insurance requirements. These requirements include Commercial General Liability, Workers' Compensation, Automotive Insurance and Professional Liability or Error and Omissions. The selected firm will be required to maintain the minimum insurance requirements during the entire time of the engagement.
- F. Contract Requirements. Provide evidence of acknowledgment and understanding that the services will be provided under and subject to the terms and conditions of the District's Standard Services Agreement, Attachment A. If the proposer is unable to execute the District's standard agreement without modification, suggested modifications to the standard agreement must be detailed in the proposal. The District will consider any proposed deviations to the standard agreement in the evaluation of the proposal.

5. 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 the 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. Except as 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. DISTRICT RIGHTS

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.

7. RFP SCHEDULE

A. Proposal Calendar

Following are the key dates:

Date	Time	Event
September 10, 2026		RFP Issue Date
September 22, 2026	9:00 am	Mandatory Site Visit at 15160 Jackson Rd. Rancho Murieta, CA 95683
October 22, 2026	11:00 a.m.	Proposal Due Date
November 20, 2026		Anticipated Award Date
November 20, 2026		Anticipated Notice to Proceed

The dates in this RFP are subject to change at the District's discretion, posted as addenda on the District's website. You may contact Travis Bohannon, Director of Operations at tbohannon@rmcsd.com with any questions related to the RFP.

8. EVALUATION PROCEDURES

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

1. Understanding of the Scope of Work to be performed
2. Demonstrated understanding of the project objectives.
3. Costs for completing the scope of work.
4. Consideration will be given to the demonstrated ability of completing the work in a timely manner.

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

ATTACHMENT A
**Rancho Murieta Community Services District
Services Agreement**

RANCHO MURIETA COMMUNITY SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

(Engineering • Financial • Legal • Consulting)

This Professional Services Agreement (“**Agreement**”) is entered into as of _____, 2026 (“**Effective Date**”), by and between the **Rancho Murieta Community Services District**, a California community services district (“**District**”), with its principal place of business at 15160 Jackson Road, Rancho Murieta, California 95683, and [**Consultant Legal Name**], a [state and entity type], with its principal place of business at [address] (“**Consultant**”). District and Consultant may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. District requires professional services for [describe general subject matter] (“**Project**”), all as more fully described in this Agreement.

B. Consultant is duly licensed and/or otherwise fully authorized by applicable law, and has the necessary experience and qualifications, to provide such services. District enters this Agreement in substantial reliance on Consultant's experience, qualifications, and representations.

C. District desires to retain Consultant as an independent contractor, and Consultant desires to serve District, to perform the Services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. CONSULTANT'S SERVICES

1.1 Scope of Services.

Consultant shall perform the professional services described in the Scope of Services attached as Exhibit A (the “Services”) for the Project. District may request, in writing, changes in the Scope of Services. Any changes mutually agreed upon by the Parties, and any increase or decrease in Compensation, shall be incorporated by written amendment to this Agreement signed by both Parties.

1.2 Standard of Performance.

Consultant shall perform the Services with the degree of care, skill, and diligence that a reasonably prudent professional in the same discipline would exercise under similar circumstances, in compliance with all applicable laws, regulations, codes, and professional standards. All Services shall meet the standard of care and quality ordinarily expected of competent professionals in Consultant's field.

1.3 Party Representatives.

The District Representative shall be the General Manager, or such other person designated in writing by the General Manager. The Consultant Representative shall

be [Name, Title]. The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without District's prior written consent, not to be unreasonably withheld.

1.4 Key Personnel.

The following individuals are designated as key personnel essential to the successful performance of the Services: [describe by name or reference to Exhibit A resumes]. Consultant shall not remove or replace key personnel without District's prior written consent. If key personnel become unavailable for a continuous period exceeding 30 workdays, Consultant shall promptly notify District and propose a replacement of at least substantially equal ability and qualifications for District's approval.

Drafting note: This section may be replaced with "Intentionally omitted" if the District is not requiring designation of key personnel.

1.5 Personnel Qualifications.

Consultant has secured, or will secure at its own expense, all personnel required to perform the Services. All Services shall be performed by, or under the direct supervision of Consultant. All personnel engaged in the Services shall be qualified and licensed (where required by law) to perform such Services.

1.6 Subconsultants.

Consultant shall not engage any subconsultant to perform any portion of the Services without District's prior written approval. Approved subconsultants shall be required to obtain the insurance coverages specified in Section 9 of this Agreement and to provide proof of same to District. Consultant shall be fully responsible for all work performed by approved subconsultants.

1.7 Compliance with Laws.

Consultant shall comply with all applicable federal, state, and local laws, ordinances, statutes, codes, and regulations, including Cal/OSHA requirements. Consultant shall obtain and maintain during the Agreement term all licenses, permits, and certificates required by law for the provision of the Services, including a current business license.

1.8 Deliverables.

Consultant shall provide all deliverables and work product identified in Exhibit A in the format(s) and by the deadlines specified therein.

2. TERM

2.1 Term.

The term of this Agreement shall commence on the Effective Date and shall expire on [date], unless earlier terminated as provided in Section 12 of this Agreement. Time is of the essence. Consultant shall complete the Services within the term of this Agreement and shall meet any other schedules and deadlines established in Exhibit B.

2.2 Extension.

The Parties may, by mutual written amendment signed by both Parties, extend the term if necessary to complete the Services.

3. COMPENSATION

3.1 Compensation.

As full compensation for Services satisfactorily rendered, District shall compensate Consultant as set forth in the Approved Fee Schedule attached as Exhibit C, on a [time-and-materials / not-to-exceed / fixed-fee] basis. In no event shall the total amount paid for Services under this Agreement exceed \$[Amount] (the "Maximum Compensation") without a prior written amendment. This amount covers and is inclusive of all labor, materials, and any and all other costs and expenses incurred by Consultant in performing the Services, unless reimbursable expenses are separately and expressly authorized in Exhibit C.

3.2 Reimbursable Expenses.

Reimbursable expenses, if any, must be expressly authorized in Exhibit C, substantiated with receipts, and invoiced at actual cost without markup, unless a markup is expressly stated in Exhibit C. District shall not reimburse for travel, meals, or lodging unless expressly authorized in writing in advance.

3.3 No Minimum Guarantee.

District makes no guarantee of any minimum quantity or dollar amount of Services to be authorized or performed under this Agreement.

3.4 Unauthorized Services.

District will not pay for any services or expenses not specified in the Scope of Services and not authorized in writing by the District Representative (within the District Representative's delegated authority) or the Board of Directors prior to performance. Any additional services or expenses so authorized shall be compensated at the rates in Exhibit C, or at rates mutually agreed in writing.

4. INVOICING AND PAYMENT

4.1 Invoices.

Consultant shall submit itemized monthly invoices to: ap@rmcsd.com. Each invoice shall reference the Agreement number, billing period, description of Services performed, tasks completed, hours by personnel classification with applicable rates, reimbursable expenses with receipts, and cumulative amounts billed and remaining.

4.2 Payment.

District shall pay all undisputed invoice amounts within 30 calendar days after receipt, up to the Maximum Compensation. District shall notify Consultant in writing within 10 business days of receipt of any disputed invoice amounts, identifying the basis for the dispute. Consultant shall continue performance pending resolution of any dispute. District does not pay interest on late or disputed amounts.

4.3 Tax Withholding.

District shall not withhold federal or state payroll taxes or similar deductions from payments to Consultant. Notwithstanding the foregoing, if Consultant is a California nonresident, District will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code section 18662 and applicable regulations.

4.4 Final Payment.

Acceptance by Consultant of final payment under this Agreement shall constitute a full release of District from all claims arising out of or related to the Services, except for claims asserted in writing prior to acceptance of final payment and for obligations that expressly survive termination or expiration of this Agreement.

5. INDEPENDENT CONTRACTOR

5.1 Status.

Consultant is, and at all times shall remain, an independent contractor and not an employee, agent, partner, or joint venturer of District. Consultant shall have control over the means and methods of performing the Services, subject to the requirements of this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District.

5.2 Taxes and Benefits.

Consultant is solely responsible for all federal and state taxes, withholdings, workers' compensation, unemployment insurance, disability insurance, and benefits for its employees and subconsultants. Consultant shall indemnify and hold District harmless from any taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement, or from any failure of Consultant to comply with applicable workers' compensation laws.

5.3 No Representation of Agency.

Consultant and its officers, employees, and agents shall not, at any time or in any manner, represent that they are employees or agents of District.

6. CONFIDENTIALITY

6.1 Definition.

"Confidential Information" means all non-public information, data, and materials in any format generated, used, or obtained by District or created by Consultant in connection with the Services under this Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature and circumstances of disclosure.

6.2 Obligations.

Consultant shall keep all Confidential Information in strict confidence. Consultant shall not use Confidential Information for any purpose other than performance of the Services, and shall not disclose Confidential Information to any person or entity not connected with the performance of the Services, without prior written authorization by District. Consultant and its officers, employees, agents, and subconsultants shall

protect Confidential Information in accordance with applicable law, District policies, and industry best practices.

6.3 California Public Records Act; Compelled Disclosure.

Consultant acknowledges that District is subject to the California Public Records Act (Gov. Code § 7920.000 et seq.). If any person or entity requests or demands, by subpoena, discovery request, CPRA request, or otherwise, Confidential Information or its contents, the party receiving such request shall immediately notify the other Party so the Parties may consider appropriate steps to protect disclosure. Response to a subpoena or court order shall not constitute voluntary disclosure, provided that Consultant gives District prompt notice of such demand.

6.4 Survival.

Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

6.5 Return or Destruction.

Unless otherwise directed in writing by District, upon completion or termination of this Agreement, Consultant shall destroy or return all Confidential Materials (written, printed, and electronic) and shall provide a written certification to District confirming destruction or return.

7. CONFLICTS OF INTEREST

7.1 No Conflicts.

Consultant and its officers, employees, associates, and subconsultants shall comply with all conflict of interest statutes applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000 et seq.) and Government Code section 1090. Consultant represents that it has no interest, and shall not acquire any interest, direct or indirect, that would conflict with the performance of the Services. No person having any such interest shall perform any portion of the Services.

7.2 Concurrent Work.

During the term of this Agreement, Consultant may perform similar services for other clients; however, Consultant and its officers, employees, associates, and subconsultants shall not, without the District Representative's prior written approval, perform work for another person or entity that would require Consultant or any such person to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

7.3 Political Reform Act.

The Parties acknowledge that Consultant is not a "designated employee" within the meaning of the Political Reform Act and District's Conflict of Interest Code because Consultant will perform the Services independent of the control and direction of District or any District official (other than normal contract monitoring), and Consultant possesses no authority with respect to any District decision beyond the provision of information, advice, recommendation, or counsel. Notwithstanding the foregoing,

Consultant shall complete and file any disclosure forms reasonably required by District upon request.

7.4 Flow-Down.

Consultant shall incorporate a clause substantially similar to this Section 7 into any subconsultant agreement executed in connection with the performance of this Agreement.

8. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND

8.1 General Indemnity.

To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, indemnify, and hold harmless District and its Board of Directors, elected and appointed officials, officers, attorneys, employees, agents, designated volunteers, successors, assigns, and those District agents serving as independent contractors in the role of District officials (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and the payment of all consequential damages (collectively, "Liabilities"), in law or equity, whether actual, alleged, or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, employees, subconsultants, materialmen, consultants, or their respective officers, agents, or employees in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or agreement of the Parties. Consultant shall defend Indemnitees with counsel of Indemnitees' choice and shall pay all costs and expenses, including attorneys' fees and expert costs incurred in connection with such defense.

8.2 Design Professionals.

If Consultant is a "design professional" as defined in Civil Code section 2782.8, the duty to defend and indemnify shall be interpreted consistent with that section. In no event shall Consultant's total costs incurred pursuant to its duty to defend Indemnitees exceed Consultant's proportionate percentage of fault as determined by a final judgment of a court or final decision of an arbitrator.

Drafting note: Section 8.2 applies when Consultant is a licensed engineer, architect, land surveyor, or other design professional. It may be replaced with "Intentionally omitted" for non-design-professional engagements.

8.3 Workers' Compensation; Taxes.

Consultant's indemnification obligations under this Section shall not be limited by the provisions of any workers' compensation act. Consultant expressly waives its statutory immunity under such statutes as to District, its officers, agents, employees, and volunteers. Consultant shall also pay all required taxes on amounts paid under this Agreement.

8.4 Subconsultant Indemnification.

Consultant shall obtain executed indemnity agreements with provisions substantially identical to this Section 8 from each subconsultant or other person or entity involved in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from subconsultants, Consultant shall be fully responsible and shall indemnify, hold harmless, and defend Indemnitees from all resulting Liabilities.

8.5 Survival.

Consultant's indemnification and defense obligations under this Section shall survive the expiration or termination of this Agreement.

9. INSURANCE

9.1 Minimum Coverage and Limits.

Consultant shall not commence Services, and shall not permit any subconsultant to commence work on any subcontract, until all required insurance has been obtained and evidence acceptable to District has been provided. Consultant shall procure and maintain for the duration of this Agreement the following types and minimum limits of insurance with insurers authorized to write insurance in the State of California having a current A.M. Best rating of A:VII or better:

Coverage Type		Minimum Limits	Scope / Notes
Commercial Liability	General	\$2,000,000 per occurrence \$4,000,000 aggregate	ISO CG 00 01 (occurrence form); includes products/completed ops, property damage, bodily injury, personal and advertising injury; no contractual liability exclusion
Automobile Liability		\$1,000,000 per accident	ISO CA 00 01; any auto (owned, hired, non-owned); if no vehicles used, non-owned auto endorsement to CGL required
Workers' Compensation		Statutory	If Consultant has no employees, written declaration required in lieu of policy
Employer's Liability		\$1,000,000 per accident	
Professional Liability / E&O		\$1,000,000 per claim \$2,000,000 aggregate	Required for licensed engineers, surveyors, geologists, architects, attorneys, accountants, and other licensed design/professional service providers; claims-made form; retroactive date no later than Effective Date; tail coverage of 2 years post-completion required

9.2 Additional Insured.

The Commercial General Liability and Automobile Liability policies shall be endorsed to name District, its Board of Directors, elected and appointed officials, officers, employees, agents, and volunteers as additional insureds for liability arising out of the Services. CGL endorsements on ISO Form CG 20 10 11 85 and CG 20 37 (or

insurer's equivalent) are required. This provision shall also apply to any excess or umbrella liability policies.

9.3 Primary and Non-Contributing.

All required insurance shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance maintained by District. Any insurance or self-insurance of District shall be excess to and shall not contribute with Consultant's insurance.

9.4 Waiver of Subrogation.

All required insurance policies shall include a waiver of subrogation in favor of District. Consultant shall obtain any endorsement necessary to effect this waiver.

9.5 Notice of Cancellation.

Each insurance policy shall be endorsed to provide 30 days' prior written notice of cancellation to District (10 days for non-payment of premium). If any policy is cancelled, reduced in coverage, or allowed to lapse, Consultant shall notify District within two business days and shall promptly obtain replacement coverage meeting the requirements of this Section.

9.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by District prior to commencement of Services. At District's option, Consultant shall either reduce or eliminate the deductible or self-insured retention with respect to District, or procure a bond guaranteeing payment of losses and expenses.

9.7 Evidence of Insurance.

Prior to commencing Services, and at each policy renewal during the term, Consultant shall furnish District with certificates of insurance and all required endorsements evidencing the coverages required under this Section. The endorsements are subject to District's approval. Consultant shall maintain current endorsements on file with District and shall furnish proof of renewal at least two weeks prior to policy expiration.

9.8 Subconsultant Insurance.

Consultant shall require each subconsultant performing Services under this Agreement to maintain insurance coverage meeting all requirements of this Section 9.

9.9 Indemnity Not Limited.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify District under Section 8 of this Agreement. District shall be entitled to the benefit of any broader coverage or higher limits maintained by Consultant.

10. RECORDS, DOCUMENTS, AND OWNERSHIP OF WORK PRODUCT

10.1 Maintenance and Audit.

Consultant shall maintain complete and accurate records, accounts, invoices, time cards, cost control sheets, and other records and documents relating to the Services and invoice preparation for a minimum of four (4) years after receipt of final payment,

or for any longer period required by law. District and its authorized auditors may inspect, audit, copy, and transcribe such records and documents upon reasonable notice during normal business hours. In accordance with Government Code section 8546.7, 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.

10.2 Ownership of Work Product.

All reports, studies, plans, designs, drawings, specifications, maps, photographs, computer models, CAD files, data files, computer software, and all other documents or things prepared, developed, or created by Consultant under this Agreement and provided to District ("Work Product") shall be the property of District. District shall have the right to use, modify, reuse, reproduce, publish, display, broadcast, and distribute the Work Product and to prepare derivative works based on it without further compensation to Consultant or any other party. Consultant may retain copies of Work Product for its records. The Work Product shall not be the subject of a copyright application by Consultant. Consultant grants District a perpetual, royalty-free, nonexclusive, and irrevocable license to use any preexisting materials embedded in the Work Product to the extent necessary for District's use of the Work Product.

10.3 Electronic Format.

Upon request by District at any time, including at expiration or termination of this Agreement, Consultant shall provide Work Product in a readable, transferable, and usable electronic format generally acknowledged as an industry-standard format for information exchange (e.g., Word, Excel, AutoCAD, PDF).

10.4 Reuse by District.

If District reuses or modifies Work Product for a use or purpose other than that intended by the Scope of Services, District shall hold Consultant harmless from all claims, damages, losses, and expenses arising from such reuse or modification.

10.5 Confidential Data and Subpoenas.

All data, reports, documents, and other information developed or received by Consultant in connection with the Services are deemed confidential and shall not be disclosed or released without prior written authorization by District, except as required by law. Consultant shall promptly notify District upon receipt of any subpoena, court order, deposition notice, request for documents, or other legal process regarding the Services or any Project or property within the District. Consultant shall cooperate with District in responding to any such process and shall provide District an opportunity to review any proposed response.

11. PUBLIC WORKS AND PREVAILING WAGE (IF APPLICABLE)

Drafting note: This section applies only if the Services include work subject to California prevailing wage law (Labor Code § 1720 et seq.), including pre- or post-construction-related work, inspection, land surveying, or maintenance work as defined in Labor Code § 1771 and 8 Cal. Code Regs. § 16000. If the Services are purely professional services with no prevailing-wage-covered component, replace this section with "Intentionally omitted."

11.1 Prevailing Wages.

If and to the extent the Services involve work subject to California prevailing wage requirements (Labor Code §§ 1720–1861), Consultant shall comply with all applicable prevailing wage laws, including payment of prevailing wage rates, employment of apprentices, maintenance and submission of certified payroll records, and all other requirements. Prevailing wage rates are available at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

11.2 DIR Registration.

If the Services are subject to prevailing wage requirements and the total compensation exceeds the applicable threshold (currently \$25,000 for pre/post-construction work and \$15,000 for maintenance work), Consultant must be registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5.

Consultant's DIR Public Works Contractor Registration Number:

11.3 Grant Funding Conditions.

If any portion of the Services is funded by a federal or state grant or loan agreement imposing funding conditions on District and its contractors or subconsultants, District will notify Consultant of such Funding Conditions and Consultant shall comply with all applicable Funding Conditions, including provisions concerning recordkeeping, audits, nondiscrimination, and drug-free workplace certification.

Drafting note: Section 11.3 may be replaced with "Intentionally omitted" if the Project is not subject to a grant or loan agreement.

12. TERMINATION AND DEFAULT

12.1 Termination for Convenience by District.

District may terminate this Agreement, in whole or in part, for convenience at any time, for any reason or no reason, upon 10 calendar days' prior written notice to Consultant. Upon receipt of such notice, Consultant shall cease Services as specified and shall immediately deliver to District all Work Product and original documents produced to the date of termination. District shall pay Consultant for all Services satisfactorily performed and accepted through the effective date of termination, based on the applicable fee provisions, less any amounts previously paid. In no event shall Consultant be entitled to receive more than the Maximum Compensation, and Consultant shall have no other claim against District, including for compensation for anticipated profits, termination charges, cancellation or demobilization fees, or lost profits.

12.2 Termination for Cause.

Either Party may terminate this Agreement for material breach not cured within 10 calendar days after written notice to the breaching Party describing the breach in reasonable detail. If District terminates for Consultant's breach, District shall be entitled to offset the costs of cure or completion against any amounts otherwise owing to Consultant.

12.3 Termination by Consultant.

Consultant may terminate this Agreement at any time, for any reason or no reason, upon 30 calendar days' prior written notice to District. In the event of such termination, Consultant shall be compensated only for Services satisfactorily performed and accepted through the effective date of termination.

12.4 Suspension.

District may suspend all or part of the Services upon written notice. Consultant shall resume performance upon written notice from District. The Parties shall negotiate in good faith any appropriate adjustment to the schedule and, if warranted, compensation arising from a suspension exceeding 30 calendar days.

12.5 Default.

Consultant's failure to comply with any provision of this Agreement shall constitute a default. District shall serve Consultant with written notice of the default. Consultant shall have 10 calendar days after service of notice in which to cure the default. If Consultant fails to cure within such period, District may terminate this Agreement without further notice and without prejudice to any other remedy available at law, in equity, or under this Agreement.

13. FORCE MAJEURE

Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, judicial orders, enemy or hostile governmental action, civil commotion, fire, or other causes beyond the affected Party's reasonable control and not due to any act or omission of that Party. Consultant's lack of financial ability shall not constitute a force majeure event. The affected Party shall provide prompt written notice of any force majeure event and shall use commercially reasonable efforts to mitigate the effects thereof.

14. MUTUAL COOPERATION

14.1 District's Cooperation.

District shall provide Consultant with access to all pertinent data, documents, facilities, and District personnel reasonably necessary for Consultant's proper performance of the Services. Consultant may rely on District-furnished information except to the extent Consultant knows or reasonably should know such information to be inaccurate or incomplete.

14.2 Consultant's Cooperation.

In the event any claim or action is brought against District relating to Consultant's performance of Services, Consultant shall render all reasonable assistance that District requires in connection with the defense of such claim or action.

14.3 Board Presentations.

Upon District's request, Consultant shall attend Board of Directors or committee meetings and make presentations regarding the Services. One (1) such presentation is included in the base fee at no additional cost to District. Any additional presentations requested by District beyond the first shall be compensated at the applicable hourly rates set forth in Exhibit C, and shall be counted toward the

Maximum Compensation. Pre-approved, reasonable travel expenses for all Board and committee presentations shall be reimbursable as set forth in Exhibit C.

15. GENERAL PROVISIONS

15.1 Entire Agreement; Amendment.

This Agreement, including all exhibits, constitutes the entire agreement between the Parties concerning the subject matter and supersedes all prior or contemporaneous oral or written agreements, proposals, representations, and communications. No Party has been induced to enter this Agreement by any representation or warranty not expressly set forth herein. This Agreement may not be amended, and no provision or breach may be waived, except by a subsequent written instrument signed by both Parties. In the event of a conflict, this Agreement controls over the exhibits, unless an exhibit expressly states otherwise and is approved by the Board of Directors.

15.2 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law rules, and without the rule of construction that ambiguities are to be resolved against the drafting party. Any dispute arising under or relating to this Agreement shall be resolved in the Sacramento County Superior Court or, if federal jurisdiction applies, in the United States District Court for the Eastern District of California.

15.3 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement or seeks a declaration of rights or obligations, the prevailing Party shall be entitled to recover all reasonable attorneys' fees, expert fees, and costs actually incurred in connection with such proceeding, in addition to all other relief to which that Party may be entitled.

15.4 Notices.

All notices, demands, invoices, or other communications required or permitted under this Agreement shall be in writing and shall be deemed given: (a) upon personal delivery; (b) three business days after deposit in the U.S. Mail, by first-class mail, postage prepaid; (c) on the date of delivery as shown on the receipt of a nationally recognized overnight courier service; or (d) upon the sender's receipt of email confirmation from the other Party. Notices shall be addressed as follows:

TO DISTRICT:

Rancho Murieta Community Services
District
Attn: General Manager
15160 Jackson Road
Rancho Murieta, CA 95683
Email: _____

TO CONSULTANT:

[Consultant Legal Name]
Attn: [Name / Title]
[Address]
Email: _____

either Party may change its notice information by notifying the other Party in the manner provided in this Section.

15.5 Assignment and Delegation.

Consultant shall not assign, transfer, delegate, or subcontract any of its rights or duties under this Agreement, whether in whole or in part, by operation of law or otherwise, without District's prior written consent. District's consent to an assignment shall not release Consultant from its obligations under this Agreement. Any attempted assignment or delegation without such consent is void and shall entitle District to terminate this Agreement.

15.6 Nondiscrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, religion, creed, national origin, ancestry, sex, gender, gender identity or expression, marital status, age, physical or mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or any other classification protected by applicable law. Consultant shall take affirmative action to ensure that all employment practices are conducted without such discrimination.

15.7 Waiver.

No waiver of any breach, failure of condition, or right or remedy shall be effective unless in writing and signed by the waiving Party. No waiver shall be deemed a waiver of any other or subsequent breach or right, nor shall it constitute a continuing waiver unless the writing expressly so states. No payment by District shall constitute an approval or acceptance of any Work Product or a waiver of any breach or default.

15.8 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

15.9 No Third-Party Beneficiaries.

This Agreement is made solely for the benefit of the Parties and their permitted successors and assigns. No other person or entity has or shall acquire any right by virtue of this Agreement.

15.10 Corrections.

Consultant shall, without additional compensation, promptly correct any errors, omissions, or deficiencies in the Work Product or Services that do not meet the standard of performance required by this Agreement, if reported to Consultant within one (1) year after completion, provided such corrections are not attributable to inaccurate District-furnished information upon which Consultant reasonably relied. If Consultant fails to make such corrections in a reasonably timely manner, District may make such corrections and deduct the reasonable cost thereof from any retention or amounts otherwise owed to Consultant.

15.11 Non-Appropriation of Funds.

Payments by District to Consultant for Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event District does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment only through the conclusion of the last fiscal year for which District has appropriated sufficient funds and shall automatically terminate at the conclusion of such fiscal year, without further liability to District except for payment for Services performed and accepted through the termination date.

15.12 Time of the Essence.

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including all schedules and deadlines in Exhibit B.

15.13 Business Days.

"Business days" means days on which the Rancho Murieta Community Services District office is open for business.

15.14 Word Usage.

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

15.15 Headings.

Section headings are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or the rights or obligations of the Parties.

15.16 Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, email (including PDF), or any electronic signature method complying with California's Uniform Electronic Transactions Act (Civ. Code § 1633.1 et seq.). Electronic signatures shall be deemed equivalent to handwritten signatures for purposes of validity, enforceability, and admissibility.

15.17 Corporate Authority.

Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that, by such execution, that Party is formally bound to the provisions of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

RANCHO MURIETA COMMUNITY [CONSULTANT LEGAL NAME]
SERVICES DISTRICT
a [State and Entity Type]

a California community services district

By:

Name:

Title: President, Board of Directors

Date:

By:

Name:

Title:

Date:

ATTEST:

Secretary to the Board of Directors

APPROVED AS TO FORM:

Patrick L. Enright, General Counsel

Proof of authority to bind the contracting entity is required.

EXHIBIT A – SCOPE OF SERVICES

Project: [Title of Project / Engagement]

The following outlines the Scope of Services to be performed by Consultant under this Agreement.

1. Background and Purpose

[Describe the background, purpose, and general objectives of the engagement.]

2. Services to Be Performed

[List each task or service component, including any subtasks, by phase or work category.]

- Task 1: _____
- Task 2: _____
- Task 3: _____

3. Key Personnel

[List key personnel by name and role, or reference resumes attached to this exhibit.]

4. Deliverables

[List all deliverables, format requirements, and submittal deadlines.]

5. District Responsibilities

[List information, access, data, and other assistance to be provided by District.]

6. Assumptions and Exclusions

[List any assumptions material to the scope and any work expressly excluded.]

EXHIBIT B – PROJECT SCHEDULE

Project: [Title of Project / Engagement]

Consultant shall perform the Services according to the following schedule:

Milestone / Task	Description	Completion Date
Notice to Proceed	Effective Date of Agreement	
Task 1 Complete	[Description]	
Task 2 Complete	[Description]	
Final Deliverables	All deliverables per Exhibit A	
Project Completion	All Services complete	

Any extension to the schedule must be in writing and signed by the District Representative, or, if it constitutes an amendment to this Agreement, by both Parties.

EXHIBIT C – APPROVED FEE SCHEDULE AND COMPENSATION

Project: [Title of Project / Engagement]

1. Compensation Structure

[Select and complete the applicable compensation structure: Time-and-Materials (not-to-exceed), Fixed Fee, or other arrangement.]

2. Labor Rates

Personnel Classification	Hourly Rate	Notes
[Principal / Partner]	\$____/hr	
[Project Manager]	\$____/hr	
[Senior Professional]	\$____/hr	
[Staff Professional]	\$____/hr	
[Technician / Analyst]	\$____/hr	
[Administrative]	\$____/hr	

3. Maximum Compensation (Not-to-Exceed Amount)

Total compensation under this Agreement, including all labor, expenses, and reimbursables, shall not exceed \$_____ without a prior written amendment.

4. Reimbursable Expenses

[List authorized reimbursable expense categories, any per-unit rates, and any cap amounts. Include a statement that expenses shall be invoiced at actual cost without markup unless otherwise stated above.]

5. Invoicing Instructions

[Provide billing contact name, address, email, invoice format requirements, and any purchase order number to reference.]

Rate schedules are typically valid for the term of the Agreement. If multi-year, specify the rate escalation schedule or provide updated rate schedules by fiscal year.