

**REQUEST FOR PROPOSAL
FOR
INTEGRATED WATER MASTER PLANNING**



District Contact:
Michael Fritschi
Director of Operations

Proposals Due By:
September 19, 2022
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 persons. 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 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.ranchohurietacsd.com>.

Integrated Water Master Plan

Rancho Murieta Community Services District (RMCS D or District) is seeking the services of a qualified engineering firm to bring up-to-date the District Integrated Water Master Plan (IWMP).

Any inquiries concerning this request for proposals should be addressed to Michael Fritschi, Director of Operations via email at mfritschi@rmcsd.com.

2. SCOPE OF WORK TO BE PERFORMED

The scope of work for the Integrated Water Master Plan professional services is being solicited. The consulting firms shall demonstrate sufficient staff resources, expertise, relevant experience, and lack of disabling professional conflicts to perform the scope of work, along with demonstrated commitment to cost-control and client service that meet the District's needs.

SCOPE OF SERVICES

The following is the proposed Scope of Work to meet the Project objectives. The Scope of Work is organized in the following four parts:

1. Project Management and Planning
2. Integrated Water Resources Master Plan Sections and Evaluations
3. Preparation of Integrated Water Master Plan including elements that would normally be a requirement of an Urban Water Management Plan per:
<https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>
4. Other Tasks as recommended by Consultant

TASK 1 – PROJECT MANAGEMENT AND PLANNING

The following tasks represent the anticipated steps needed to form a basis for development of the Integrated Water Resources Master Plan update.

Task 1.1 – Kickoff Meeting

Conduct a meeting at the District's office to introduce the project team, describe roles and responsibilities, discuss project schedule and highlight key milestones.

Deliverables:

- Agenda and meeting minutes
- Provide a list of tasks and the relative timelines

Task 1.2 – Summarize Related Work

To avoid duplication of work and effort, data and other relevant information from previous and ongoing studies (2010 IWMP, 2016 Water Supply Assessment, 2016 Recycled Water Modeling Study) shall be utilized to the extent practical in the development of the Master Plan. These documents can be found on the Districts website at:

- 2010 IWMP –
<https://www.ranchomurieta.com/files/52267e47f/Integrated+Water+Master+Plan+Update+2010.pdf>
- 2016 Water Supply Assessment – Rancho Murieta North Project -
<https://www.ranchomurieta.com/files/52267e47f/Integrated+Water+Master+Plan+Update+2010.pdf>
- 2016 Recycled Water Modeling Study -
<https://www.ranchomurieta.com/files/1c65d1e20/Recycled+Water+Modeling+Study+November.pdf>

- For your reference, a list of District Utilities Publications can be found at - <https://www.ranchomurieta.com/utilities-publications>

The purpose of this task will be to provide a concise summary of previous and ongoing planning studies, project specific studies, and in particular, their results and recommendations which pertain or impact this project. A list of results and recommendations derived from these previous studies will be developed and submitted to the District.

Deliverables:

- List of previous and ongoing studies and key results and recommendations
- Brief summary (in tabular format) of pertinent previous and ongoing studies and projects, along with key recommendations of those reports.

Task 1.3 – Project Management

This task will include leading, coordinating, and monitoring the day-to-day activities and administration of the project. Monthly status reports will be prepared to outline past and upcoming work progress, QA/QC activities, and summarize schedule and budget status in measurable terms. Project coordination meetings will be held at least monthly to insure sufficient coordination between and efficient direction of project staff.

Deliverables:

- Monthly status reports.

TASK 2 – INTEGRATED WATER MASTER PLAN SECTIONS AND EVALUATIONS

Task 2.1 – Description of Study Area and Existing Water Systems

Include a description of the study area and develop maps of the District's existing water and recycled water service areas. Maps shall also include District service area boundaries and updated recycled water supply boundaries. Include a description of the existing water supply, potable water, and recycled supply. Describe the location, capacity, and age of the District's water supply source, intake, raw water conveyance, diversions, water treatment facility, transmission system and finished water storage.

Existing treatment, transmission and storage systems shall be evaluated with respect to industry and regulatory standards. Recommended system design criteria for supply reliability, storage (fire protection, operational, and emergency) and levels of service shall follow the 2010 Master Plan. Include pressure zone maps for the District's potable and recycled water systems.

Exhibits in the 2010 IWMP, 2016 Water Supply Assessment, 2016 Recycled Water Modeling Study can be used as applicable but shall be made current. PDF copies of those documents are available on the District's website.

Provide a brief summary of the District's water rights.

Deliverables:

- Draft text and exhibits to be reviewed by the District before incorporating into the Master Plan.

Task 2.2 – Current and Projected Water Demands

Provide a summary of current and projected water demands. The projected water demands shall be used to model the existing system to determine the timing and need of additional treatment, localized distribution and transmission piping.

Deliverables:

- Draft text and exhibits to be reviewed by the District before incorporating into the Master Plan.

Task 2.3 – Describe Preferred Water Supply Alternatives

Summarize the preferred water supply alternatives as presented in the 2010 Master Plan. A detailed reevaluation of the alternatives is not required.

Deliverables:

- Draft text and exhibits to be reviewed by the District before incorporating into the Master Plan.

Task 2.4 – Water System Analysis and Evaluations

Identify phased infrastructure needed to meet demands through the planning period. The Master Plan will ultimately form the basis for project addition to the District Capital Improvement Plan that includes projects identified in the Master Plan. Consultant will evaluate the capacity and location of infrastructure needed to meet anticipated growth. Consultant shall also evaluate the following master planning concepts and localized operational issues that are currently being experienced in the distribution and transmission system.

Deliverables:

- Draft text and exhibits to be reviewed by the District before incorporating into the Master Plan.

Task 2.5 – Recycled Water Infrastructure Evaluations

The 2016 Recycled Water Modeling Study described the existing recycled water system and the primary recycled water uses. The information from that plan shall be used and updated for this Master Plan. The recycled transmission, storage, distribution systems and potable water supplementation requirements shall be evaluated.

Additional expansion of the recycled water system may be anticipated beyond what has been built to date. An updated "Recycled Water Service Area" map shall be prepared based on the results of modeling and input from District Staff.

TASK 3 – PREPARE INTEGRATED WATER MASTER PLAN

Using the evaluations conducted in Tasks 1 and 2, consultant will develop a step-by-step plan for the District to build and finance the facilities identified in the Master Plan.

Task 3.1 – Recommended Plan and Implementation Schedule

Using the information developed in Task 2, describe the recommended plan with respect to critical design criteria, size, and preliminary location of any new facilities, integration of proposed facilities with existing infrastructure, and operational requirements. The description will include potential phasing of facilities for implementing the recommended plan.

Task 3.1.1 – Integration of Urban Water Management Plan Information

Provide and integrate the information required to allow the IWMP contents to qualify for the minimum requirements per the criteria set forth by the Urban Water Management Plan per the California Department of Water Resources: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>

Task 3.2 – Cost Estimates

Develop cost estimates for the improvements recommended in the Master Plan. The cost estimates shall account for the phasing and be in current dollars.

Task 3.3 – Prepare Integrated Water Master Plan Report

All work performed in the previous tasks shall be documented in an updated Integrated Water Resources Master Plan and shall be submitted for District review. A presentation summarizing the findings and recommendations of the Master Plan shall be prepared and presented to District staff at a Workshop held at the District's office to receive input and communicate the findings of the draft Master Plan.

A Final Master Plan shall be prepared that addresses District comments from the draft report. The final Master Plan will include an executive summary. Detailed supporting information will be included in a separate bound appendix.

It is anticipated the Master Plan will be presented to the District Improvements Committee first as an Information Item, followed by subsequent Board presentation and potential adoption.

Consultant shall assist District staff with preparation material and participate in both meetings.

Deliverables:

- Integrated Water Resources Master Plan
- 8 copies of draft Master Plan
- 8 copies of separately bound draft Executive Summary
- 8 copies of the final Master Plan
- Electronic files of Final Product in MS Excel, Word and PDF
- Draft Power Point Presentations.

TASK 4 – OTHER TASKS AS RECOMMENDED BY CONSULTANT

The preceding tasks represent the Districts understanding of the minimum scope-of-work requirements for the project contained within this RFP. However, the District recognizes that the consulting firms invited to propose on this project have experience beneficial to the District and may see important aspects of the project that will require additional attention. Therefore, the consultant is required to identify, discuss, and develop a proposed fee for each of the work tasks that they believe, in their professional judgment, are necessary, or may be necessary, and would thereby facilitate accomplishing the District's goals for this Project. The Consultants proposal and fee shall fully cover all work efforts necessary to complete the "scope-of-work" identified in this task.

3. PROPOSAL SUBMITTAL AND SELECTION

All proposals must be received no later than 11:00 a.m. on September 19, 2022. **Late or incomplete proposals may not be considered.**

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

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

A. This request does not constitute an offer of employment or to contract for services.

B. All proposals submitted shall become District property.

C. All proposals shall remain firm for 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:

Michael Fritschi
Director of Operations
P.O. Box 1050
Rancho Murieta, CA 95683
916-354-3700
mfritschi@rmcsd.com

2. Submission of Proposal.

One (1) pdf electronic copy of the Proposal shall be received via email at mfritschi@rmcsd.com and one (1) pdf of the rate schedule to awilder@rmcsd.com by 11:00 a.m. on September 19, 2022 for the proposal to be considered.

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. Firm Qualifications
 - i. Type of organization, size, professional engineer's registration number and any other affiliations or certifications.
 - ii. Table of Contents identifying the materials submitted by section and page number. Cross-referencing to section and page number in the RFP.
 - iii. Names and qualifications of personnel to be assigned to this project.
- E. Existing client references, minimum of three (3), from recent related projects including name, address, email, and phone number of individuals to contact for reference.
- F. Provide a detailed listing of what information is to be provided by the District for this project.
- G. 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 awilder@rmcsd.com
- H. 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.
- I. 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 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
August 4, 2022		RFP Issue Date
August 18, 2022	4:00 p.m.	Deadline for Questions
September 19, 2022	11:00 a.m.	Proposal Due Date
October 19, 2022		Anticipated Award Date
October 20, 2022		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 Michael Fritschi, Director of Operations at mfritschi@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. Consultant's approach to accomplishing the scope of work.
4. Costs for completing the scope of work.
5. Consideration will be given to the demonstrated ability of completing the work in a timely manner.
6. Experience and performance on projects of a similar nature.
7. Information obtained from reference checks.

The District will evaluate all proposals received before the submittal deadline and select a consultant 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
Services Agreement**

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

1 Scope of Work

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

2 Payment

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

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

___ The fee arrangement described on the attached Exhibit A.

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

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

3 Term

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

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be

fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

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

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

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

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

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

5 Conflict of Interest

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

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

6 Contractor Records

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

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

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

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

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

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

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

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

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution

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

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

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

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

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

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

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

Contractor's Public Works Contractor Registration Number: _____

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

Contractor's Public Works Contractor Registration Number: _____

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

10 Indemnification.

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

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

11 Insurance

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

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

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

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

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

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

12 General Provisions

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

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

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

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

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

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

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

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

District:

Rancho Murieta Community Services District

Attn: _____

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

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

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

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

Rancho Murieta Community Services District:

Dated: _____

By: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____
 [Name/Title]