

**REQUEST FOR PROPOSAL  
FOR  
ON-CALL PROFESSIONAL SERVICES for DISTRICT ENGINEER  
and  
CONSTRUCTION INSPECTION SERVICES**



District Contact:  
Travis Bohannon  
Interim Director of Operations

Proposals Due By:  
July 26, 2024  
At 4:00 p.m.  
No late proposals will be accepted.

## **1. INTRODUCTION**

### **A. General Information**

Rancho Murieta Community Services District (District) is requesting proposals for professional engineering services (as further described in Attachment A, Statement of Work) and Construction Inspection Services (as further described in Attachment B, Statement of Work) to be performed on an on-call basis over the course of three (3) years commencing on the execution of an Agreement for Professional Services.

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

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

Any inquiries concerning this request for proposals should be addressed to Travis Bohannon, Interim Director of Operations via email at [tbohannon@rmcsd.com](mailto:tbohannon@rmcsd.com).

## **2. NATURE OF SERVICES REQUIRED**

### **Scope of Work to be Performed**

The District is seeking proposals from interested and qualified Professional Engineering Services firms to perform professional engineering services as further described in the Statement of Work, Attachment A.

Additionally, the District is seeking proposals from interested and qualified firms to perform Construction Inspection Services as further described in the Statement of Work, Attachment B. Engineering firms must supply proposals for both of these services.

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

- Studies/report preparation
- Engineering calculations
- Civil design
- Infrastructure and Development design review
- Preparation and/or updating of plans and specifications
- Assistance in developing RFPs and bidding
- Engineering support during construction

- Inspections
- Easement reviews
- Surveying
- Peer review on other professional work
- CAD / GIS services

Currently there is renewed development activity within the Rancho Murieta community. The District's immediate need for engineering and construction inspection services is primarily related to this activity and includes, but is not limited to, the review and signed approval of developer proposed stormwater (drainage), sewer collection and disposal, reclaimed water, water, and water distribution infrastructure plans, and review of and comment on the Draft Environmental Impact Reports as needed for various local developments.

Most other District work is related to utility infrastructure rehabilitation and replacement.

### **3. GENERAL INFORMATION**

#### **A. 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 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.rancomurietacsd.com>.

### **4. PROPOSAL SUBMITTAL AND SELECTION**

All proposals must be received no later than 4:00 p.m. July 26, 2024. **Late or incomplete proposals will not be considered.**

Deliver proposals via email in pdf format to: [tbohannon@rmcsd.com](mailto:tbohannon@rmcsd.com)

Fee Schedules via email in pdf format to: [awilder@rmcsd.com](mailto: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.

**5. PROPOSAL 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
  - 1. Type of organization, size, professional engineer's registration number and any other affiliations or certifications.
  - 2. Table of Contents identifying the materials submitted by section and page number.  
Cross-referencing to section and page number in the RFP would be helpful.  
Names and qualifications of personnel to be assigned to this project.
- E. Existing client references from recent related projects including name, address, email, and phone number of individuals to contact for reference.
- F. Rate schedule
  - a. Specific rates for each staff member assigned to project
  - b. Administrative rates
  - c. Travel to be one rate including vehicle, time & mileage (see item 6D)
  - d. Materials fees
  - e. Reproduction fees
  - f. \*list any other anticipated costs

## **6. PROPOSAL 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](mailto:tbohannon@rmcsd.com)

2. Submission of Proposal.

One (1) pdf electronic copy of the Proposal shall be received via email at [tbohannon@rmcsd.com](mailto:tbohannon@rmcsd.com) and one (1) pdf of the rate schedule to [awilder@rmcsd.com](mailto:awilder@rmcsd.com) by 4:00 p.m. on July 26, 2024 for the proposal to be considered.

The proposal should address the items listed in sections below.

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.

### **B. Format for Technical Proposal**

1. Title Page showing the RFP subject; the firm's name; the name, address and telephone number and email address of the primary contact person, and the date of the proposal.
2. The commitment to perform the work within the time period; the name(s) of the person(s) authorized to represent the Proposer along with title, address, email address and telephone number.
3. Detailed proposal following the order set forth in Section C and 7 below.

**C. Contents for Technical Proposal**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the On-Call Professional Services District Engineer in conformity with the requirements of this Request for Proposals (RFP). As such, the Technical Proposal should demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

1. Insurance

Attached to the RFP is a blank copy of the District's Services Agreement (Agreement; Attachment C) 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.

**NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL**

**D. Cost Proposal**

1. Proposals must include a complete and current table of hourly rates and charges for all timekeepers (including any subconsultants) that are reasonably anticipated to perform work under the proposed contract. The hourly rates provided shall include all overhead rates; overhead rates shall not be an add-on to the hourly rates proposed. The cost proposal shall describe the overhead rate to be charged on direct expenses and/or sub-consultants rates, if any. The District's preference is for the proposed hourly rates to remain constant over the contract period. However, if rate increases are proposed the proposal must indicate the maximum percentage not to exceed increase per each 1-year period of the contract. If bidding to provide construction inspection services, rate must be at prevailing wage for Sacramento region.

Travel time billed to the District for meetings or other purposes shall not exceed 30 minutes each way (and return travel after normal work hours shall not be billed). Mileage shall be billed at the current IRS approved rate.

The District will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposals. Such costs should not be included in the proposal.

Any additional rates or fees should be called out in the submitted rate schedule.

2. Manner of Payment

Progress payments will be made based on hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month, to be submitted in monthly invoices per task item by the 12<sup>th</sup> day of the following month.

3. Non-Disclosure and Disclosure of Proposals

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

**If proposer believes any portion of its proposal contains confidential or proprietary information that is exempt from public disclosure under the Act, proposer must submit that information with its proposal in a separate sealed envelope labeled "Confidential Information."** Except 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.

**7. Understanding of and Approach to the Project**

Proposals shall be limited to **16 pages** (not including transmittal letter, table of contents, tabs, dividers, and resumes) and shall follow the outline below:

**A. Section 1 – Statement of Work**

State in succinct terms your understanding of the anticipated Scope of Work, Attachment A and Attachment B. Identify additional tasks, if any, that you believe are essential or advisable to constitute a more complete scope of work.

**B. Section 2 – Relevant Experience and Expertise**

Describe in narrative form the experience and expertise of your firm and/or project team members in providing the service sought by the District. Identify a minimum of three (3) representative clients. Compare and contrast their size, public or private-sector status, location, and operational activities to those of the District. Include a description of the project organization and project team experience.

**C. Section 3 – Project Team**

Identify each individual you expect to work on the project team, including who the main point of contact will be for the District functioning as the District's Engineer, and subconsultants, if any. Provide resumes for each member of the team. Describe with particularity the specific areas of expertise of each team member, and specific education, experience, licenses, or other information that substantiates that expertise. Note that project team members may not be substituted without the written approval of the District.

**D. Section 4 – Quality Assurance and Control; Conflicts**

Describe your approach to Quality Assurance and Control for your firm's work product. Identify all current and reasonably foreseeable actual or potential professional conflicts that could hinder the provision of the requested services and propose means of managing any such conflicts.

**E. Section 5 – Client References**

Provide contact information for representatives of three former or current clients for whom your firm or project team members have performed similar services.

**F. Section 6 – 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 C. 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.

**G. Section 7 – Insurance Requirements**

Provide a summary of the firm's insurance coverage. Summary should include a statement that the proposer's insurance meets or exceeds the District's requirements. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in Attachment C.

**8. Fees**

- A. Provide a detailed breakdown of the level of effort and cost anticipated for each task in bid schedule related to tasks identified in the SOW using table to follow.

**CONTRACT BID SCHEDULE**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>COST</b>
1	Engineering Services	Attach rate schedule separately
2	Construction inspection services	Attach rate schedule separately
	<b>Total Cost</b>	-

Respectfully Submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Federal Tax ID #

## 9. TIME REQUIREMENTS

### A. Proposal Calendar

Following are the key dates:

Date	Time	Event
June 28, 2024		RFP Issue Date
July 19, 2024	4:00 p.m.	Deadline for Questions
<b>July 26, 2024</b>	<b>4:00 p.m.</b>	<b>Proposal Due Date</b>
August 21, 2024		Anticipated Award Date
August 22, 2024		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](mailto:tbohannon@rmcsd.com) with any questions related to the RFP.

## 10. 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. Timetable and costs for completing the scope of work. Consideration will be given to demonstrated ability of completing the work in a timely manner.

**B.** Consultant's Methods and Procedures Used

1. Consultant's general approach to evaluating the site-specific needs for environmental compliance per SOW.

**C.** Management, Personnel and Experience

1. Qualifications of each member assigned to the project, particularly the engineer assigned to work with our District.
2. Experience and performance on projects of a similar nature.
3. Information obtained from reference checks for engineer and construction inspector.

**D. Cost**

1. Are the fees listed reasonable for the work product proposed and the experience of each level of engineer?

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

ATTACHMENT A  
On-Call District Engineer  
Statement of Work

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

**Engineering, Design Services & Technical support:**

- a. Provide engineering consultation with respect to District projects, including but not limited to, water, wastewater collection and disposal, and recycled water systems, drainage, storm water management, rate and fee structures, permits, and public infrastructure financing programs. Adhere to District Codes, Ordinances & specifications, functioning as the District Engineer for the Rancho Murieta Community Services District.
- b. Provide engineering and feasibility studies with respect to District needs for compliance with small non-traditional MS4, Sewer and Collection system general permits, water treatment, supply, and distribution, and sewer storage and disposal and master wastewater reclamation permit.
- c. Provide engineering and prepare plans, specifications and bid documents for District projects.
- d. May be required to provide periodic job site visits during the construction of new water, sewer, recycled water, and drainage facilities as appropriate to become generally familiar with the progress and quality of work and to determine that in general the work is being completed in conformance with the approved plans, specifications and applicable District Standards.
- e. Provide assessment and benefit district engineering services on public financing projects.
- f. Provide engineering estimates for capital improvements and special consulting services to the District.
- g. Prepare for and attend Board meetings to discuss specific items requiring engineering expertise as requested.
- h. Provide construction staking and construction observation services on District's projects.
- i. Provide additional engineering services as requested by the District.
- j. Update District plans and specification drawings utilizing CAD.

- k. Keep District Code and specifications up to date as needed to keep District up to date with regulations.

**Technical Services**

- a. Provide project management services if needed.
- b. Provide review and recommendations on applications for extension of facilities.
- c. Review submitted plans and specifications for conformance with the District's Code, ordinances, design and construction standards, adopted utility master plans and generally accepted engineering principles.
- d. Prepare for and attend Board meetings to discuss specific items requiring engineering expertise.
- e. Prepare and periodically review the District's design and construction standards for water, sewer, recycled water and drainage facilities.
- f. Provide additional technical support services as requested by the District.
- g. Provide surveying and staking as needed.

ATTACHMENT B  
On-Call Construction Inspection  
Services Statement of Work

**Construction Inspection Services**

- a. Provide on-site review, comments, and daily reports of construction activities as requested to ensure conformance with engineer approved plans, specifications, and applicable codes and regulations. Attend construction pre-conferences, construction conflict resolutions, change order reviews.
- b. Provide detailed reports of inspections including time, weather conditions, staffing present, items approved or not approved, comments, and photos for each day or time period of review, to District and developer and/or contractor within 24 hours of inspection period. If using a web-based system for reporting, please specify type and ease of accessibility.
- c. When requested to do so, subcontract professional services to ensure specialty work is done properly.
- d. Stop work or point out safety concerns to District or its representative for any unsafe working conditions.
- e. Suggest means to resolve conflict to District if needed.
- f. Provide an overview of your remote, video assisted, inspection experience and solutions.

# Attachment C

## Rancho Murieta Community Services District Services Agreement

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

### 1 Scope of Work

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

### 2 Payment

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

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

\_\_\_ The fee arrangement described on the attached Exhibit A.

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

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

### 3 Term

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

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

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

#### **4 Professional Ability of Contractor**

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

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

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

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

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

#### **5 Conflict of Interest**

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

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

## **6 Contractor Records**

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

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

## **7 Ownership of Documents**

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

## 8 Confidentiality of Information

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

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

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

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

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

## 9 Compliance with Laws

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

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

9.2 Intentionally Omitted

**10 Indemnification.**

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

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

**11 Insurance**

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.]***

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

Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

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

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

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

## 12 General Provisions

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

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

Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

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

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

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

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

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

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

District:

Rancho Murieta Community Services District

Attn: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Contractor:

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
E-mail: \_\_\_\_\_

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

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

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Rancho Murieta Community Services District:

Dated: \_\_\_\_\_

By: \_\_\_\_\_

*[Name]*

*[Title]*

***[Name of Contractor]:***

Dated: \_\_\_\_\_

By: \_\_\_\_\_

*[Name/Title]*