

**REQUEST FOR PROPOSAL  
FOR  
REPLACEMENT OF WATER TREATMENT  
PLANT SCADA SERVERS**



District Contact:  
Eric Houston  
Director of Operations

Proposals Due By:  
December 19, 2024  
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.ranchohurietacsd.com>.

#### **Replacement of Water Treatment Plant SCADA Servers:**

The District is currently looking to replace 3 SCADA servers and update operating systems for the water treatment plant SCADA system.

Any inquiries concerning this request for proposals should be addressed to Eric Houston, [ehouston@rmcsd.com](mailto:ehouston@rmcsd.com) and Travis Bohannon, Chief Plant Operator, [tbohannon@rmcsd.com](mailto:tbohannon@rmcsd.com) via email.

## 2. NATURE OF SERVICES REQUIRED

### Scope of Work to be Performed

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

- Replace 3 SCADA servers with new updated servers and hardware listed in Attachment 1.
- Update all software with current and up to date versions of what is currently installed. See Attachment 1 for the list of software.
- Include the cost of professional services to install, configure, set-up and test all equipment to ensure proper installation and working properly.
- Work needs to be done while the plant is in operation with no interruptions to the water plant process.
- All work will be at prevailing wage.

### Site Visit:

The site visit will be scheduled for Friday, November 15, 2024 at 9:00am.

## 3. PROPOSAL SUBMITTAL AND SELECTION

All proposals must be received no later than 11:00 a.m. on December 19, 2024. **Late or incomplete proposals may not be considered.**

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

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

Eric Houston, [ehouston@rmcsd.com](mailto:ehouston@rmcsd.com)

Director of Operations

And

Travis Bohannon, [tbohannon@rmcsd.com](mailto:tbohannon@rmcsd.com)

Chief Plant Operator

P.O. Box 1050

Rancho Murieta, CA 95683

916-354-3700

2. Submission of Proposal.

One (1) pdf electronic copy of the Proposal shall be received via email at [ehouston@rmcsd.com](mailto:ehouston@rmcsd.com) and [tbohannon@rmcsd.com](mailto:tbohannon@rmcsd.com) by 11:00 a.m. on December 19, 2024 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. 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](mailto:awilder@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 2. 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
November 5, 2024		RFP Issue Date
November 15, 2024	9:00 am	Site Visit
<b>December 19, 2024</b>	<b>11:00 a.m.</b>	<b>Proposal Due Date</b>
January 16, 2025		Anticipated Award Date
January 20, 2025		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 Eric Houston at [ehouston@rmcsd.com](mailto:ehouston@rmcsd.com) or Travis Bohannon, Chief Plant Operator at [tbohannon@rmcsd.com](mailto: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 1**

## **Servers, Hardware and Software Required**

### **Hardware**

1. Servers = 3
2. Firewall
3. Network Switch
4. Miscellaneous Parts
5. DMZ and Management Equipment
6. Monitors = 2 - 32 inch
7. Battery Backup System
8. 1 Color Printer
9. Grand Stream Modem
10. Synology

### **Software**

11. FactoryTalk View SE small Bundle: Unlimited  
Display Server 5 Clients Perpetual
12. FactoryTalk View SE Redundant Server Unlimited  
Display Perpetual
13. FactoryTalk View Studio Enterprise Perpetual
14. Historian SE Standard - 1,000 tags Perpetual
15. Ein 911 Perpetual Ultimate + FactoryTalk A&E  
Client + Win 911
16. Ultimate Hot Backup
17. Latest Version of Microsoft Windows on each  
Server
18. Latest Version of Microsoft Office on each Server

### **Professional Services**

- Professional Networking IT and SCADA OT  
Services:
19. Install, Configure, Setup, Testing a & Validation of  
all devices and software

ATTACHMENT 2  
**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

5.1 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.

5.2 Contractor's duties and services under this Agreement shall not include preparing or assisting District with any portion of District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with District. District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with District to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

## **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 Indemnites 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 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 11.

11.2 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 general and automobile 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 insurers authorized to do business in California 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. Except for professional liability insurance, 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.

11.3 **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 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature

complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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**Rancho Murieta Community Services District:**

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

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

*[Name]*

*[Title]*

**[Name of Contractor]:**

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

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

*[Name/Title]*