

REQUEST FOR PROPOSALS (RFP)

SAN JUAN WATER DISTRICT WHOLESALE MASTER PLAN PROJECT

INTRODUCTION

San Juan Water District (District) is seeking proposals from qualified firms to complete a new Master Plan for its Wholesale Division's treatment, storage, and transmission system facilities.

In general, the primary goals identified by the District for the project consist of:

- ◆ Evaluating current and future water supply and demand conditions.
- ◆ Assessing the existing facilities for meeting current and future needs.
- ◆ Review and determine alternatives for adequate, reliable, high quality water delivery.
- ◆ Analyzing and developing recommendations on improvements.
- ◆ Developing a responsible and cost-effective capital improvement program.
- ◆ Preparing appropriate cost estimates and an implementation sequencing plan.
- ◆ Compiling the findings and recommendations in a comprehensive master plan report.

The new Master Plan should reflect the Districts' mission statement as follows:

"Our mission is to ensure the delivery of a reliable water supply of the highest quality at the lowest reasonable price."

The District encourages qualified firms to submit proposals for its new Wholesale Mater Plan.

BACKGROUND INFORMATION

San Juan Water District (District), in its present form, is a Community Services District (CSD) established by a public vote in 1954. The District's beginning however dates back to the



California Gold Rush era with the formation on July 27, 1854, of the original entity, the North Fork American River and Mining Company. A few days later the company was renamed as the American River Water and Mining Company, and in 1899 became the North Fork Ditch Company. In 1947, a short time before work began on the Folsom Dam, discussions were underway about acquisition of the North Fork Ditch Company assets and using the water

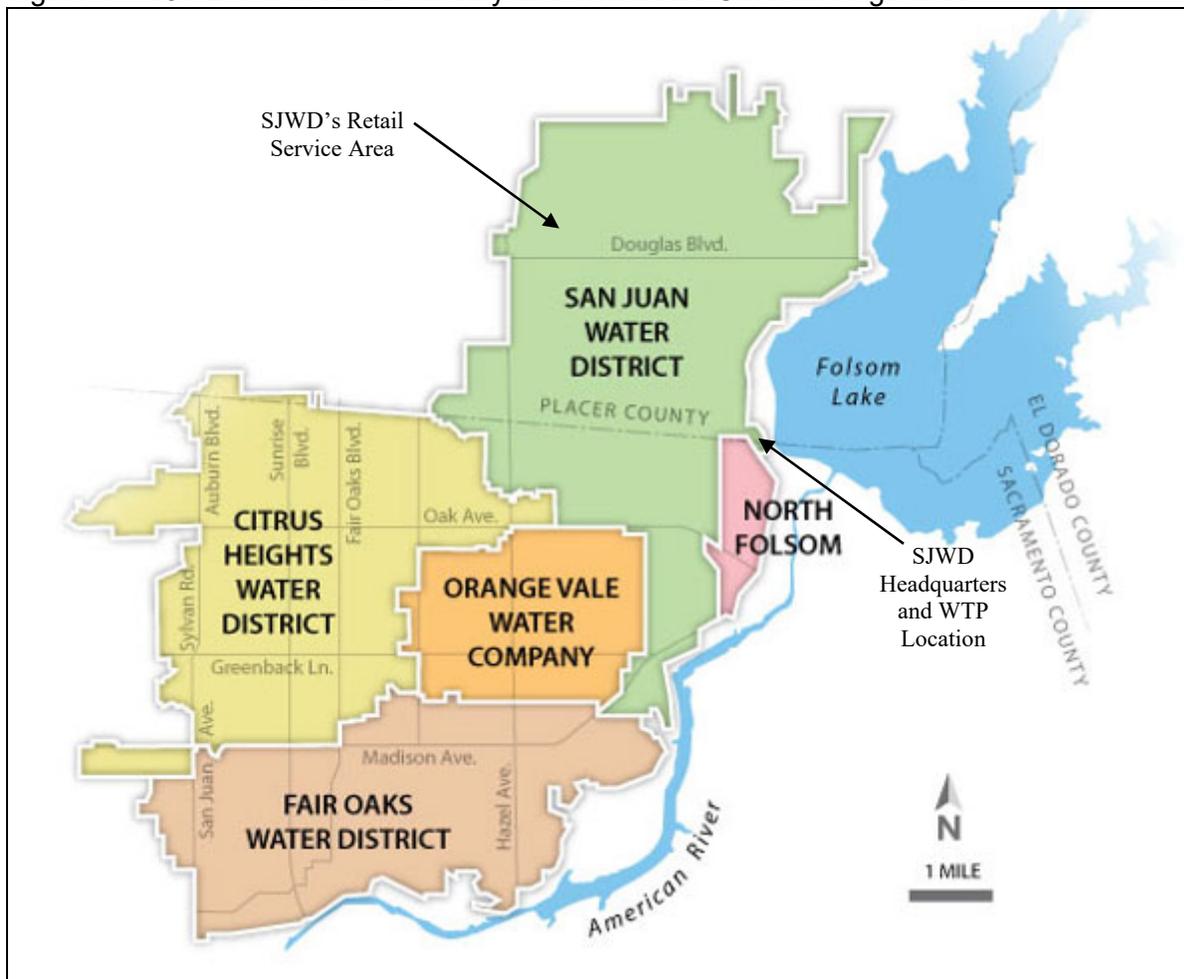
rights for adequate and dependable water supply for the growing communities of Orangevale, Citrus Heights, and Fair Oaks. On February 10, 1954, nearly two-thirds of the voters approved the formation of the San Juan Suburban Water District, which was formed as a CSD and the

first of its kind under the newly amended 1953 CSD law. In 1954, ownership of the North Fork Ditch Company was transferred to San Juan Suburban Water District, and in 1957 water delivery began from Folsom Dam to the District's Hinkle Reservoir. In 1994 the name was changed from San Juan Suburban Water District to the current name of San Juan Water District, and in 2004 San Juan Water District celebrated its 150th anniversary.

Today the District provides reliable, high-quality treated water supply to both retail and wholesale customers in eastern Sacramento and southern Placer counties. The District provides potable water supply to the District's own Retail Service Area (RSA), and supplies wholesale treated water to Citrus Heights Water District (CHWD), Fair Oaks Water District (FOWD), Orange Vale Water Company (OVWC), and a portion of the City of Folsom located north of the American River (Folsom-Ashland). Collectively these entities are referred to as the San Juan Water District Wholesale Customer Agencies (WCAs). The District's Wholesale Service Area boundary, and the boundaries of the RSA and the WCAs, are shown in Figure 1.

The District also treats and conveys surface water to Sacramento Suburban Water District (SSWD) when both adequate water supply and water treatment plant capacity are available. Under peak water demands, the District has provided up to approximately 100 million gallons per day (MGD) within its Wholesale Service Area, and up to approximately 120 MGD when supply to SSWD is allowed.

Figure 1 – SJWD Wholesale Boundary and Wholesale Customer Agencies



There are approximately 51,000 service connections within the Wholesale Service Area, equating to roughly 160,000 people. When water is supplied to SSWD that adds approximately an additional 42,470 connections or roughly 171,000 people. When combined, the total connections is approximately 93,470 or roughly 331,000 persons.

The District is the holder of both pre-1914 and post-1914 appropriative water rights, as well as contractual water entitlements. All of the District's raw water supply comes from the American River, and is delivered to the District's Water Treatment Plant (WTP) from Folsom Lake by the United States Bureau of Reclamation (Reclamation). A pre-1914 appropriative water right with a priority date of 1853 allows the District to divert at the rate of 60 cubic feet per second (CFS), or about 26,400 acre-feet per annum (AFA). A post-1914 appropriative water right with a priority date of 1928 allows the District to divert at the rate of 15 CFS, or about 6,600 AFA. Under the agreement between the District and Reclamation, the total amount of appropriative right water that may be diverted by SJWD cannot exceed 33,000 AFA at the rate of 75 CFS. Additionally the District has two entitlement water supply sources, which also are delivered by Reclamation. These are a long-term Central Valley Project (CVP) water service contract with Reclamation for 24,200 AFA, and a water supply contract with the Placer County Water Agency (PCWA) for up to 25,000 AFA. Total appropriative and entitlements are 82,200 AFA.

The District owns and operates the Sidney N. Peterson Water Treatment Plant (WTP), a conventional water treatment plant with a permitted capacity of up to 150 million gallon per day (MGD). The WTP is a conventional treatment process facility; however, it is atypical in that it uses a novel traveling bridge design developed by Frank B. Clendenen for the filter backwash system. Raw water supply is conveyed from Folsom Dam to the WTP through two transmission pipelines ranging in size from 42-inches to 72-inches. Depending on the elevation of the lake level, conveyance can be either by gravity or by pumped flow. Located at the WTP site the District owns and operates the Hinkle Reservoir, a 62 million gallon membrane lined and covered treated water reservoir. The surface area of the reservoir covers approximately 12.5 acres. The District also owns and operates approximately 16 miles of wholesale transmission mains ranging in size from 12-inches to 96-inches in diameter, and 205 miles of retail transmission and distribution pipelines ranging in size from 1.5-inches to 42-inches in diameter.

Along with many other water resources stakeholders in the region, the District is actively engaged in regional water supply and quality endeavors, including being a signatory to the Sacramento Water Forum Agreement, and an active participant in the American River Basin Integrated Regional Water Management Plan. Goals of these efforts include providing a reliable and safe water supply for the region's economic health and planned development, and to help preserve the fishery, wildlife, recreational and aesthetic values of the Lower American River.

The Water Forum Agreement includes an element that requires the District, in dry years, to forgo some of the District's surface water supply and leave it within Folsom Lake for environmental benefit. During these years, as well as during emergency or drought conditions, the District has worked on ensuring adequate supply through agreements with SSWD and the other WCAs to increase groundwater extraction for a reliable water supply under those conditions. Under wet year conditions, the regional agreement goals include increasing use of the District's WTP to provide additional surface water to purveyors in the region, thereby facilitating in lieu recharge to the groundwater basin. This groundwater will in turn be used during the dry years, in place of the surface water banked during wet years.

The District actively participates in regional water endeavors as an original member of the Regional Water Authority (RWA), participating in local and state advocacy work to protect water supplies and quality, determination of the Delta Flow Standards, working to ensure cost-effective programs and services, helping to balance water supply and environmental needs.

MASTER PLAN PROJECT SCOPE AND TASK ELEMENTS

The District's most recent Wholesale Master Plan efforts were completed in 2001 and in 2007. A detailed and comprehensive master plan was completed in September 2001 titled "Wholesale Master Plan Water Supply and Treatment". In February 2007 a supplement was completed titled "Wholesale Master Plan Phase II". These two documents have provided a very successful foundation for the District's wholesale capital improvements, financial planning, and budgeting for the last two decades. However, it is now a strategic time to evaluate and prepare a new master plan for the District's Wholesale Division.

This RFP therefore seeks to solicit and retain a qualified firm, or joint firms, to prepare a new, detailed and comprehensive, Wholesale Master Plan to guide the District for the foreseeable future. There are several key elements that will be evaluated and potentially incorporated into the new Wholesale Master Plan. Many of these elements are common to the traditional master planning process, and some of these elements are specific to the District's circumstances and needs. Therefore, in general the Wholesale Master Plan is expected to include, but not necessarily be limited to, the following generalized project scope and task elements:

- A. Reviewing the Wholesale Division's existing master plan documents, and identifying the elements that can or should be incorporated into the new master plan to provide continuity and future direction.
- B. Reviewing the most current master plan documents for each of the WCAs (City of Folsom - Ashland Area, Citrus Heights Water District, Fair Oaks Water District, Orange Vale Water Company, and San Juan Water District – Retail) as well as for Sacramento Suburban Water District (SSWD), with a focus on how those plans should integrate with the District's Wholesale Master Plan. Then, with the District's Engineering and Operations Managers, participate in meetings with the WCAs and with SSWD to discuss their master plans, and potential joint plans, efforts and goals. Using these other plans and the information gathered from the meetings, identify viable and cost-effective joint projects and measures to mutually benefit the District, its WCAs, SSWD, and the region.
- C. Reviewing the District's existing water rights and entitlements, and incorporating those resources into the Master Plan as necessary to ensure their protection and long-term viability for the existing and future customers and Wholesale Family of Agencies.
- D. Reviewing the state and regional water plans and goals, with a focus on the long-term best management for the underlying groundwater and surface water resources that specifically involve the District and its WCAs, as well as SSWD and PCWA.
- E. Reviewing current and anticipated water-related laws, codes, and regulations that currently affect, or are expected to affect the District, and incorporating them as appropriate into the long-term master planning effort.
- F. Reviewing and evaluating existing and prospective sources of water supply, and providing options, alternatives and recommendations for meeting existing and ultimate water demands, including during the precarious periods when the District faces drought and emergency scenarios.
- G. Reviewing and evaluating the District's historical, current and projected ultimate water demands to identify the level of service for the District's RSA and for each of the WCAs served by the District. Identify the level of service desired by each agency (e.g. service to meet maximum day, service to meet peak hour demand, etc.), and evaluate supply to SSWD and other potential entities. The data from this evaluation shall be incorporated

into the master planning efforts for determining the current and ultimate water demands of each agency and entity served by the District's Wholesale System, and the best options and alternatives for meeting those demand requirements.

- H. Evaluating the District's existing Peterson Water Treatment Plant (WTP), considering capital repairs, replacements, and improvements. Some of those capital improvements could be associated with changing capacity and/or treatment requirements, as well as current and anticipated future regulations. This task will also include determining, evaluating and developing the planning level details for improvements that are needed for the WTP to meet all demand scenarios and regulatory requirements including current and proposed primary and secondary drinking water quality regulations. For instance, some changes that the District has been exploring may include adding Powdered Activated Carbon (PAC), adding onsite storage capacity, installing dry polymer mixing and feed equipment, security enhancements, server, control and electrical room changes, as well as other building and facilities improvements to be determined during the evaluation process.
- I. Evaluating the capability and capacity of the collective Wholesale system consisting of the District's existing raw water transmission piping, treatment plant, transmission piping, pumping, and storage facilities, in conjunction with the WCAs facilities, with respect to meeting existing, changing, and ultimate water demands, including those demands under current and future emergency and drought conditions. This task will involve a holistic approach to evaluating the extensive assets of the District, the WCAs, and SSWD, to strengthen reliability and redundancy throughout the District.
- J. Evaluating the capability and capacity of the Hinkle Reservoir to meet the existing and ultimate water demands, including those demands under current and future emergency and drought conditions and evaluating the potential need for additional future onsite and offsite storage capacity and other prospective facilities to meet these demands. The evaluation should include, but not be limited to, an evaluation of joint storage options with the WCAs including SSWD, new storage located at the Baldwin Reservoir Site, and the existing Stoneridge Storage Tank facility to potentially benefit the Wholesale operations.
- K. Evaluating the materials, ages and conditions of the existing wholesale infrastructure and providing recommendations on anticipated remaining service life, as well as providing recommendations on options or opportunities to increase service life such as cathodic protection, structural and pipeline rehabilitation, etc. (Note - This element should rely upon the use of existing data and records related to ages, materials and condition assessments. If additional condition assessments or studies are determined to be necessary, these needs should be identified and incorporated into the master plan, along with recommendations on methodologies, scheduling, and cost estimates.)
- L. Developing process and procedure recommendations for ensuring WCA's specific flow rates for the level of service requested by each agency. This task would also establish recommendations on secondary methods to provide supply in the event that the primary conveyance method is out of service due to maintenance or emergency situations.
- M. Identifying a plan for meeting the District's as well as the WCA's water supply needs during Water Forum Plan years when surface water diversions are reduced. This element should result in recommendations for any necessary improvements to the Wholesale storage and transmission system, or Wholesale Agency water supply and distribution systems (e.g. wells, storage, etc.) to address surface water shortage conditions and help with improving groundwater reserves and storage.

- N. Using all of the data gathered from the research, discussions, and analysis, develop options and alternatives for capital improvements to meet existing and ultimate water demands, the infrastructure needs, and the regulations. Determine the most cost-effective improvements for the District's Wholesale treatment, storage, pumping, and transmission systems. Options and alternatives, and their pros and cons, are to be identified, evaluated, and vetted with District personnel prior to then building the final list of recommended capital improvements.
- O. Preparing sufficiently detailed estimated costs for each of the recommended capital facilities improvements and identifying cost allocations for the improvements for each WCA to meet current and ultimate conditions, as based on the benefits received by each agency. These cost allocations should include specific improvements needed to meet average, peak, and shortage conditions. The cost estimates must be sufficient in scope and accuracy to then be used by the District personnel and be incorporated into the District's financial planning documents, be used to develop budgets, and be a foundation for the District's Board of Directors to make sound, cost-effective decisions that will affect the rate structure now and into the long-term future.
- P. Developing an implementation schedule that identifies a practical approach to capital project sequencing. This schedule shall provide a reasonable and appropriate incremental implementation plan that spreads the financial impact, and is economical while providing a high degree of reliability and ease of operation.
- Q. Preparing a cost summary schedule listing the capital projects, and their implementation, in detail by year over a 10-year period, with other longer-term projects being shown beyond the first 10-year period in 5-year periods.
- R. Preparing a detailed comprehensive Wholesale Master Plan document that incorporates the findings and recommendations will be the final scope of work element. There will be draft documents for review, and final versions of the document. This document shall consist of an executive summary section suitable for public release, and a more detailed remainder document for District staff reference.
- S. Presentation of the final Wholesale Master Plan to senior District personnel, and members of the Board of Directors and other interested parties as may be necessary.

The District is also interested in new ideas and recommendations of the selected firm in the best interest of developing a cost-effective, strategic and viable new Wholesale Master Plan.

The selected firm(s) to complete the new Wholesale Master Plan will need to develop the ideas and recommendations for this Master Plan to reflect consensus from District's Engineering and Operations personnel as well as other stakeholders. Coordination and communication between the selected firm and the District's Engineering and Operations personnel will be required to successfully accomplish the scope of this RFP.

The lead agency for this project is the District. However, it should be expected that there will be a reasonable degree of WCA and SSWD involvement and interaction through-out the project. The selected firm will be required to work directly with each agency to obtain current master plan information, existing and projected water demand information, system operating plans and criteria, and other data pertinent to the master planning effort. The selected firm will also be required to facilitate multi-agency workshops and to conduct individual and/or joint presentations.

CEQA and NEPA environmental documentation, as may be needed, will be accomplished outside the scope of this RFP.

AVAILABLE INFORMATION

The following information is available for review by appointment at the District's office:

- The District's "Wholesale Master Plan - Water Supply and Treatment", completed in September 2001. This master plan evaluated the capability of the District's raw water transmission system, water treatment plant, and treated water storage facility (Hinkle Reservoir) to meet current and projected capacity, regulatory, and operation and maintenance needs, and then presented an improvement plan to meet the then current and projected future needs of the District.
- The District's "Wholesale Master Plan Phase II", completed February 2007. This phase II plan provided evaluations of the storage and transmission piping components of the wholesale system, including the adequacy of these facilities to meet the required levels of service of the District's wholesale Family Agencies.
- The District's "25-Year Demand Forecast and Capacity Analysis", completed in June 2020. This document provides a forecast of the annual water demands, assessing the effect on the treatment and transmission capacities, and quantifies potential unused capacity.
- The District's "SJWD Retail Water Master Plan Update", completed in December 2020.

SCOPE OF WORK

The consulting firm selected for this project will be required to provide all necessary equipment, materials, and labor to complete the scope of services. A generalized scope of work is provided in this RFP section and should be used, in conjunction with the Scope and Task Elements and the Available Information outlined above, to prepare proposals.

1. Gather and review available information including previous master plans and other pertinent documents. This work item also includes conducting interviews with District personnel, WCA and SSWD personnel, and others as may be necessary to obtain background information and input.
2. Conduct necessary investigations, research, evaluations, analysis, and meetings.
3. Evaluate the current and future water supply, quality, and demands.
4. Evaluate the existing facilities.
5. If evaluation or analysis is required using the District's existing hydraulic model then prepare a sufficiently detailed description of the specific scenario or goal of the analysis for submittal to the District. Hydraulic modeling is not included in the selected firm's scope, all hydraulic modeling that may be needed for this Wholesale Master Plan project shall be completed by the District or its hydraulic modeling consultant.
6. Prepare options and alternatives for facilities improvements to ensure reliable, and adequate water supply under the range of demand conditions, and regulatory conditions. Then consolidate those options and alternatives into a viable and cost-effective list of recommended capital improvement projects.
7. Prepare appropriately detailed cost estimates for the capital improvement program, along with an implementation and sequencing plan for those improvements over a reasonable future implementation period.

8. Compile the findings and recommendations and prepare draft and final comprehensive master plan documents.
9. Present the completed Wholesale Master Plan to senior District personnel, and be prepared to present to Board of Director members, WCA representatives, and other interested parties as necessary.

A brief description of the anticipated scope of work by task is described below. Interested consultants are encouraged to develop a scope of work that addresses the District's needs and provides value and innovation. Optional tasks recommended by a consulting firm to enhance the work product should also be included in the proposal and shall be clearly identified as optional items. Clearly identify information needs or work that the consultant expects to be completed by District staff. If there are no expectations of District staff effort listed for a task, the District will expect the task to be completed without any District staff time.

Task 1 - Project Management

Prepare, submit and follow a District approved Project Management and Workplan detailing the project tasks and deliverables to ensure that the project scope, schedule, and budget are met. The Workplan must include consultant staffing, meetings, a detailed project schedule that includes milestones/deliverables, external resource needs, District staff involvement and review times, etc. Coordinate with the District's project goals and schedule requirements.

Participate in a project kick-off meeting with District staff that includes discussion of the Project Management and Workplan, scope, District involvement, schedule, invoicing and status updates, coordination procedures, technical issues, and other project goals and objectives.

The project management task shall include regular contact with District staff to ensure that District decisions and direction are incorporated into the project. The consultant shall submit monthly progress reports with cost-by-task invoices that include a summary of the work completed by task for the month, key decisions made during the reporting month, open issues requiring resolution, the work anticipated to be completed in the following month, and a status report on the project schedule and budget. An electronic copy of the monthly status reports, budget status, and schedule updates shall also be emailed to the District's project manager. These monthly written progress reports shall be supplemented (when and as deemed necessary by the District's project manager) with bi-weekly conference calls with the District's project manager to discuss the status of on-going work efforts, outstanding issues, scheduling impacts, agendas for meetings and outcomes, and any needs the consultant may have. Communication will be a key factor in the success of this project.

Minimum Deliverables: Refined Project Management and Workplan with Schedule, list of assumptions and plan development criteria, delineation of tasks to be completed by the District personnel and others outside the consultant, and List of Data and other information needed to complete the project.

Task 2 - Quality Assurance

The consultant shall provide the services of senior-level staff persons with applicable qualified experience to conduct technical reviews of project deliverables prior to submittal to the District. Any other formal quality assurance programs proposed to be used by the consultant should be included as part of the scope of work and described in the proposal.

Task 3 – Meetings

It is anticipated that there will be numerous meetings related to this project. For the purpose of preparing proposals, assume that the following meetings will be held:

Project Kick-Off Meeting	1
Project Status Meetings with District Personnel	4
Review Meetings with WCA, SSWD & PCWA Personnel	4
Meetings with District's Project Manager	6
Engineering Committee Briefings	1
District Board Meeting Presentations	1
Family Agency or Joint Board Presentations	1

Additional meetings if needed shall be reimbursed on a time and materials basis under a contract amendment.

Minimum Deliverables: The consultant shall prepare (District project manager pre-approved) meeting agendas, and meeting summaries for all meetings the consultant conducts or participates in, and shall provide the meeting summaries to the District within five working days following the meeting.

Task 4 – Information Collection and Review

The consultant shall obtain and review District and WCA master plans and related documents, regional planning documents and reports, and other documents related to preparation of the Wholesale Master Plan. Available District information that can be reviewed by the selected Consultant includes prior master plan documents, system maps and drawings, facilities drawings, reports and information, miscellaneous studies and reports, water production and other operational data, and water quality information. This information shall be supplemented with site visits, meetings, and system reconnaissance as necessary to complete the Wholesale Master Plan.

This Wholesale Master Plan scope of work does not include conducting physical assessments on the condition of the existing WTP, transmission or storage facilities. However, the consultant should expect to conduct site visits, visual inspections and evaluations, and review and reference available studies and reports which have been prepared on various segments of the transmission and storage facilities (such as cathodic test and condition assessment reports for transmission pipelines). For purposes of preparing this Wholesale Master Plan, the consultant shall assume the assessments, conclusions, recommendations, and cost estimates of these previous studies are correct unless something apparently incorrect or lacking is noted during the consultant's review. Prior cost estimates should be reviewed for accuracy and dollars made current. A summary of this assessment information and any recommendations for future assessments shall be included in the Wholesale Master Plan. Costs estimates shall be updated based on the current construction cost index, and applicable recommended improvements shall be included in the recommended capital improvement program of the new Wholesale Master Plan.

Minimum Deliverables: Summary of information review, list of information and data needs, summary of existing facilities assessment information, recommended facilities assessments needed.

Task 5 – Determine Service Level Requirements

Using information from documents, meetings and discussions, confirm the levels of service required by the RSA, each of the WCAs, and SSWD. Identify the preferred means to provide that level of service. For instance, some agencies may only want service to meet average or maximum day demands with peaking provided by that agency's wells or storage, whereas other

agencies may prefer using the District's facilities to meet all demands including peak hour demand. Determine the options to provide requested service levels, and the rational principles for placing value on different levels of service. Evaluate how each Wholesale customer can be supplied during times when the primary supply point or facilities will be out of service for emergency or maintenance reasons.

Minimum Deliverables: Summary of service level requirements, peaking methods, emergency and maintenance service options, and level of service valuations.

Task 6 – Determine Water Demand Projections and Supply Reduction Conditions

Determine the average day, maximum day, and peak hour water demands in total, and by each Wholesale customer, for both the existing and ultimate (built-out) conditions. Identify the basis of determining demands, and ensure that the demands are reflective of historic conditions and the actual ongoing and projected water conservation efforts and existing and anticipated regulations.

Water demand projections used for the 2001 and 2007 Wholesale Master Plans were based on then-current data. Subsequently there has been an economic downturn that lasted several years, at least one significant drought, and local and state-wide water conservation efforts, which when combined with other factors has resulted in a lowering of consumption. Review both the past and recent data, including the recent (June 2020) Demand Forecast report, as well as future conservation trends and regulations, and revise water demand projections appropriately.

Working with District personnel and representatives of the WCAs, SSWD, and potentially PCWA, identify options for meeting the water supply and delivery needs. Develop these alternatives and options for meeting the water supply needs, including during surface water shortage conditions, drought conditions, loss of Folsom Lake supply, or other reductions in water supply that may occur when either surface water diversions or groundwater pumping are reduced. Establish viable options for ensuring adequate water supply during each of the various scenarios. Options should address short-term (maintenance and emergencies) and longer-term conditions (drought and shortage conditions).

Evaluate supply and storage improvement options and alternatives with the addition of WCA facilities and/or elsewhere along or beyond the transmission system. Include an evaluation of normal and shortage conditions, redundancy, and reserve capacity. Provide recommendations on operations during shortage conditions, and for maintenance and repairs. Identify improvements that are or will be necessary to meet the existing and projected demand and regulatory conditions.

Review, evaluate and revise the District's existing drought and surface water shortage plans as needed to reflect the findings, and summarize the revised planning. Develop and evaluate viable improvements that could be made to the Wholesale treatment, storage and transmission system, WCAs water supply and distribution systems (e.g. wells, storage, etc.), and other potential regional entities, to address surface and/or groundwater water shortage conditions.

Evaluate conjunctive use opportunities, and develop conjunctive use operating scenarios to benefit the District, the Family Agencies, SSWD and the region.

For this task, and other tasks, if hydraulic modeling is necessary provide a written summary of the modeling scenario and goals for the modeling analysis. The District has recently prepared a new Wholesale Hydraulic Model. Therefore, hydraulic modeling will be completed by District staff or the District's modeling consultant, and the modeling results will be returned for consultant review and reference.

The information and findings for this task will then be summarized and an action plan presented in the Wholesale Master Plan. Prepare a summary of the recommended improvements to meet water supply and demands during existing and future conditions, as well as during shortage conditions, along with planning level cost estimates for the improvements and the recommended cost allocations for each of the Wholesale customers based on the benefits received by each entity.

Minimum Deliverables: A written summary with text, figures, and table(s) with revised existing and ultimate water demands and peaking factors for the overall Wholesale system and for the RSA, each WCA, and SSWD. Summary of alternatives for meeting water supply and delivery demands during normal and shortage conditions, along with recommendations. Summary of conjunctive use opportunities and recommendations. For each modeling run requested prepare a written outline of the modeling requirements, scenarios, and goals. Summary with figures/maps/graphics and analysis on the recommended alternatives and facilities improvements.

Task 7 – Evaluate District’s Water Treatment, Storage and Transmission System

Using the research and evaluations completed in the prior tasks, evaluate the capability and the adequacy of the District’s existing facilities including the Water Treatment Plant, Hinkle Reservoir, and transmission facilities to meet the water demands for the requested level of service by the RSA, each WCA, SSWD, water transfers, conjunctive uses, and other regional opportunities (such as PCWA’s Ophir WTP and other facilities).

This task also includes an evaluation of on-site and off-site Wholesale emergency and operational supply and storage. Based on the information from prior tasks, the Consultant will evaluate existing storage and the need for additional storage in the Wholesale system. This analysis will also consider the potential for increasing groundwater supplies in the system for emergency supply for the Wholesale system. This analysis will define generalized design criteria, such as volume, design configuration, and potential storage locations based on system hydraulics and maintenance.

This task should result in a determination of the adequacy of the WTP, Hinkle Reservoir and transmission facilities to meet demands and service conditions. Items such as WTP facilities, controls, and electrical services will also be considered as part of this analysis to ensure that all facilities are meeting current OSHA, NFPA, and other related regulatory codes. Include a facilities improvement plan and a prioritization list for treatment, storage and transmission improvements. In reviewing the Wholesale transmission, the Consultant will review the raw water transmission system from U.S. Bureau of Reclamation to determine if improvements are needed for supply to the District’s WTP. Provide a list of operational changes that could defer or eliminate improvements. Review the findings with the District’s project manager to then develop and refine the recommendations and then provide a summary of the necessary and recommended improvements, costs, cost allocations, and sequencing needed to meet the identified supply and delivery objectives.

As previously mentioned, if hydraulic modeling is necessary to complete this task provide a written summary of the modeling scenario and goals for the modeling analysis. The District has hydraulic models for the WTP itself, and for the RSA and Wholesale storage and transmission systems. Hydraulic modeling will be completed by District staff or the District’s modeling consultant, and the modeling results will be returned for consultant review and reference.

Minimum Deliverables: Written summary with figures/maps/graphics and analysis on the facilities and improvements evaluated. Summary of aging infrastructure and replacement schedule. Recommendations for facilities improvements. Written requests for any hydraulic

modeling needed. Provide a list of the recommended capital improvements for the District's WTP, storage, and transmission facilities.

Task 9 – Develop Costs, Allocations, and Implementation/Sequencing Plan

Based on the District approved capital improvements list, prepare sufficiently detailed line-item cost estimates for each project.

Develop cost allocations for improvements based on the benefits received by each family agency. Provide the assumptions and logic for the cost allocations. Costs and allocations will be used by the District to develop Wholesale water rates for the RSA and each WCA.

Provide a schedule for all recommended improvements. Provide detailed line-item cost estimates and cost allocations for all recommendations. Provide easily readable text, tables, and graphical representations of the recommended capital improvements, a detailed implementation timeline and sequencing plan in words and graphics, and summary tables of the costs and cost allocations for the RSA and WCAs. For each capital improvement, provide a summary of the project with sufficiently detailed cost estimates, and the assumptions made for the estimates and cost allocations, in an appendix to the Master Plan report document. These project summaries will then be used by District personnel to reference and prepare annual capital facilities planning and budgeting programs.

With the District's project manager, be prepared to present and review cost allocations for improvements with each WCA and determine if the level of service requested needs to be revised, the sequencing of improvements needs to be revised, or if the combination of recommended improvements needs to be refined, and then revise cost allocations and/or sequencing for improvements if necessary.

Provide a summary cost schedule/spreadsheet for all recommended improvements. List the improvements in one-year increments for the first ten years, then in five-year increments out to a 25-year planning window. List the improvements in one-year increments the first ten years, then in five-year increments out to a 25-year planning window. Include assumptions on water demands used in scheduling improvements. Include assumptions on water demands used in scheduling improvements. Provide cost estimates for all recommendations.

Minimum Deliverables: Written summary, tables and graphics presenting all recommended capital improvements, the costs, the cost allocations to each benefactor entity, and the recommended implementation schedule.

Task 10 – Prepare the Wholesale Master Plan Document

Using the information, evaluations, and analysis, prepare a comprehensive Wholesale Master Plan document. Prepare a draft and final Wholesale Master Plan that presents the findings and recommendations developed and refined during the course of the Work. With the proposal provide a detailed preliminary table of contents to indicate what will be anticipated to be included in the prepared Wholesale Master Plan. At a minimum, the completed Wholesale Master Plan document shall include the following sections:

- Executive Summary (suitable for public release) – Including, but not necessarily limited to, introduction and background information; water supply and demands; regulatory requirements; water quality; regulations; summary of raw water, WTP, storage, and transmission facilities, and findings; recommended CIP with costs and allocations. The executive summary shall include necessary tables, graphs, and graphical representations of the pertinent discussion as needed to convey the information.

- Comprehensive Wholesale Master Plan Document – Including, but not necessarily limited to, introduction, background, objectives, assumptions, etc.; water rights and supply, historic, current, and future; regional water reliability; Bay-Delta; climate change and impacts; carbon footprint and energy management; DWR and Bureau of Reclamation collaboration and opportunities, and Folsom Lake storage and operations; water demands and service levels, historic, current and future; water quality, current and future; regulations, current and future; overview of existing facilities and detailed evaluation of raw water, WTP, storage, and transmission facilities with findings and recommendations for improvements for the near- and long-term; interties and improvements: drought, emergency, maintenance, and shortage condition response planning, actions and operations; District, WCA, SSWD, PCWA, and regional joint beneficial projects; recommended improvement projects with cost estimates, cost allocations, and implementation and sequencing plan; appendices and supplemental information. The comprehensive document will of course include necessary tables, graphs, and graphical representations of the pertinent discussion as needed to present and convey the information.

The deliverables shall include:

- Administrative Draft – Provide a draft Wholesale Master Plan to the District’s project manager for District staff to review and comment. Submit five (5) bound copies, plus an electronic copy in Word of the administrative draft. Review comments will be returned from the District in electronic format (using MS Word “Track Changes”) or by means of paper mark-ups.
- Draft Wholesale Master Plan – Incorporate review comments from administrative draft and prepare and submit a final draft Wholesale Master Plan to the District’s project manager for review and comment. The final draft Wholesale Master Plan shall consist of an executive summary section that shall be suited for release as a public document, and a remainder document that includes the detail and shall remain not for public release. The District’s project manager may request the consultant to provide presentations to the District’s Management Team, Engineering Committee, District Board of Directors, and/or WCA representatives, and solicit their comments. Ten (10) bound copies of the draft final executive section of the Wholesale Master Plan, five (5) bound copies of the remainder document with supporting appendices, one (1) reproducible copy of both sections, plus one (1) electronic copy of the entire submittal package in Word will be required.
- Final Wholesale Master Plan – Incorporate comments from draft final Wholesale Master Plan and provide final Wholesale Master Plan. Thirty-five (35) bound copies of the executive/public section suitable for public release, six (6) bound copies of the complete Wholesale Master Plan with supporting sections and appendices, one (1) complete reproducible document in high resolution Adobe PDF format, one (1) complete electronic copy of the documents and all supporting documents, graphics, appendix, etc. in Word and other native formats, and one (1) unbound high quality reproducible color original of the final Wholesale Master Plan shall be submitted to the District’s project manager.
- Return of District loaned material – Upon project completion the consultant shall return to the District all supporting documentation and any documents or other information that was provided by the District for reference or use by the consultant during the performance of the work.

Additional Proposal Considerations

- Proposals shall clearly state the assumptions used to develop the scope of work and budget requirement, including the project duration, staffing level, task requirements, etc.
- Firms are encouraged to identify and present recommendations to enhance the outcome of the master plan process, and/or to save time and cost, in a separate section of their proposal.
- Optional tasks recommended by the consulting firm to enhance the work product should also be included in the proposal and shall be clearly identified as optional items.
- Additional tasks deemed necessary by the consulting firm to complete this work should be clearly defined and included in the proposal, and shall be clearly identified as additional scope of work items with associated cost.
- Clearly identify information needed, and/or work that the consultant expects to be completed by District staff. If there are no expectations of District staff effort listed for a task, the District will expect the task to be completed without any District staff time.

HANDLING OF SENSITIVE INFORMATION

Some of the information the selected consultant will be accessing, and some of the information ending up in the Wholesale Master Plan document will be considered sensitive with respect to Homeland Security and District security criteria, will need to remain secure, and therefore will remain not for public release. The selected consultant will need to agree and honor security-related terms and conditions as such in the executed professional services agreement.

PROPOSAL REQUIREMENTS AND CONTENTS

Proposals submitted for this project are to follow the outline described below and must address all requested information. Any additional information that the firm wishes to include that is not specifically requested should be included in an appendix to the proposal. Firms are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Proposals shall be submitted electronically, in two separate sections; a Technical Proposal, and a Cost Proposal.

Technical Proposal:

Section 1: Project Overview (3 pages maximum)

Provide a narrative description of the project based on the Scope of Work presented in the RFP. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. District staff will assess your understanding of all aspects of the project based on the overview.

Section 2: Detailed Work Plan (10 pages maximum)

Provide a description of the required tasks and duties for each phase of the project. The description shall include details to implement all tasks described in the Scope of Work and recommended additions to the list of tasks. Include any assumptions used in development of the work tasks, particularly the information and data required from the District and work anticipated to be completed by District staff. Also identify any unique approaches to the work or strengths that your firm may have related to this project. All assumptions shall be clearly

identified. Highlight tasks that are required, in the consultant's opinions, which were not specifically called out in this RFP.

Section 3: Project Team

The project team shall be identified with key tasks and the associated responsible personnel for each task clearly noted. A project team organization diagram and a brief resume of each team member shall be included. Identify the geographic location of the firm and key personnel and list any proposed sub-consultants. Include sub-consultants assigned task(s) and experience. Full resumes may be included in an appendix.

Section 4: Experience

Provide a list of representative past projects worked on by the project team members. Include only projects completed by key team members proposed for this project. Identify which team members participated in each of the past projects. Include reference names and phone numbers for at least four of the projects. The projects selected should be projects worked on by the proposed project manager and/or project engineer. The relevant experience of any proposed sub-consultants shall also be listed.

Section 5: Project Schedule

A schedule for completion of the project shall be submitted with the Proposal. Assumptions used in developing the schedule and other potential driving factors shall be identified. Show various work tasks along with key project milestones and deliverables. It is the intent of the District to have the Wholesale Master Plan completed by December 2021.

Section 6: Conflicts of Interest

Firms submitting a Proposal in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for engineering services to be awarded pursuant to this RFP. Such disclosure(s) shall not necessarily serve as a reason to disqualify a firm's proposal, only to note that a relationship exists. If a firm has no conflicts of interests, a statement to that effect shall be included in the Proposal.

Section 7: Proprietary Information

Firms submitting a Proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal is considered proprietary. All proposals shall become the property of the District once submitted.

Section 8: District Standard Contract

The District's standard consultant contract is provided as Exhibit A. Please review and identify any changes that will be requested by the consultant if selected. If no changes are desired, make a statement that no changes will be required.

Cost Proposal:

Section 9: Staff Estimate and Cost Proposal

As a separate document to your Technical Proposal, provide a Cost Proposal listing the cost for each task and sub-task. Provide an itemized breakdown of all services to be provided and the estimated number of hours to complete each task. The information shall be provided in a spreadsheet format to enable District staff to determine the key project team members' involvement proposed for each task and sub-task and the number of management, engineering,

technical, drafting and support personnel hours. The name of team member shall be included in the column headings of the spreadsheet.

Identify all costs to be billed to the project including cost per hour for each project team member and the total cost envisioned for each task, project expenses, and sub-consultant costs. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedule(s) to be used for the duration of the project including any adjustments that are proposed to occur during the life of the project. Any proposed adjustments shall be factored into the total proposed project cost.

PROPOSAL SCHEDULE

The following schedule is anticipated for awarding this project. If a change in this schedule becomes necessary, all recipients of the RFP will be notified.

RFP posted	April 8, 2021
Pre-proposal meeting (10:30 a.m.)	April 22, 2021
Questions Due	April 28, 2021
Proposals Due (3:00 p.m.)	May 7, 2021
Screening and Ranking	May 10 – 13, 2021
Consultant Interviews (if needed)	Week of May 17, 2021
Board of Directors Approval	May 26, 2021

A pre-proposal meeting will be held beginning at 10:30 a.m. on Thursday, April 22, 2021 in the District's Boardroom. Although this meeting is not mandatory, interested firms are highly encouraged to attend. The purpose of this meeting is to answer questions related to this project.

Firms are limited to two attendees at the meeting and anyone interested in attending must provide their name via email to Andrew Pierson (apierson@sjwd.org) no later than 12:00 noon on Tuesday, April 20th. All persons attending the pre-proposal meeting must fill out and submit a COVID Screening Questionnaire form to the District's project manager the day of the meeting.

Questions regarding proposal requirements or the required scope of work must be received in writing (letter or email) on or before COB on April 28, 2021. This is to allow sufficient time to distribute questions and answers to all prospective firms. No questions will be answered by telephone. Email is acceptable. Address written questions to:

San Juan Water District
9935 Auburn Folsom Road
Granite Bay, CA 95746
Attention: Andrew Pierson
apierson@sjwd.org

SELECTION OF CONSULTANT

A selection committee for the District will review all proposals and are anticipated to rank them, at a minimum, according to the following criteria:

- ◆ Project understanding.
- ◆ Work Plan.
- ◆ Responsiveness to the RFP.
- ◆ Experience and qualifications of the, project manager, key personnel, and sub-consultants and their respective firms.
- ◆ Reasonableness of schedule and level of effort to complete the various tasks.
- ◆ Experience working with public agency and governmental staff and political bodies.
- ◆ Information obtained from references.

If a firm cannot be selected based solely on the proposals submitted, up to three firms submitting the most highly rated technical proposals will be invited for interviews. The firm's proposed project manager must be present at the interview; up to two others may attend at the discretion of the firm. The final scope and contract amount will be negotiated with the selected consultant. In the event that negotiations are not successful, staff reserves the right to enter into negotiations with other ranked firms. District staff will make the final recommendation to the District Board for award of the consultant contract.

SUBMITTAL OF PROPOSALS

Interested firms should submit their technical and cost proposal(s) as separate documents in Adobe Acrobat (.pdf, unlocked and printable) format to:

San Juan Water District
9935 Auburn Folsom Road
Granite Bay, CA 95746
Attn: Andrew Pierson
apierson@sjwd.org

The deadline for submittal is 3:00 PM on Wednesday, May 7, 2021. **Late proposals will not be accepted.**

PROPOSAL TERMS

The District will not pay any costs incurred by the firm in preparing or submitting the proposal. The District reserves the right to modify or cancel, in part or in its entirety, this RFP. The District reserves the right to reject any or all proposals, to waive defects or informalities, and to offer to contract with any firm in response to this RFP. This RFP does not constitute any form of offer to contract.

EXHIBIT A

EXAMPLE PROFESSIONAL SERVICES AGREEMENT

**San Juan Water District
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between San Juan Water 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:

San Juan Water District

Attn: _____

San Juan Water District, 9935 Auburn Folsom Road, Granite Bay, CA 95746

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.

San Juan Water District:

Dated: _____

By: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____
 [*Name/Title*]